

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IPICO INNOVATION INC		03/16/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ACTIVE NETWORK, LLC		
Street Address:	717 North Harwood Street, Suite 2500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3927463		
Registration Number:	3960431	IPICO	
Registration Number:	4060234	TOTAL RFID	
Registration Number:	3597305	IPICO SPORTS	
CORRESPONDENCE DATA			
Fax Number:	9518489258		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	951-332-7079		
Email:	Ben@ProtectorLaw.com		
Correspondent Name:	Benjamin Diederich		
Address Line 1:	27186 Newport Road, Suite 2		
Address Line 4:	Menifee, CALIFORNIA 92584		
ATTORNEY DOCKET NUMBER:	ACNET-000		
NAME OF SUBMITTER:	Benjamin N. Diederich		
SIGNATURE:	/BND/		
DATE SIGNED:	11/21/2016		
Total Attachments: 9			
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PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made with effect as of March 1, 2016 (the "Effective Date")

BETWEEN:

[Signature]

Joseph R. Anderson
Director of Legal Affairs, Active Network, LLC

IPICO INNOVATION INC.

(the "Vendor")

State of Texas, County of Dallas
Sworn to and subscribed before me on the 7th day of
November, 2016, by Joseph R. Anderson.

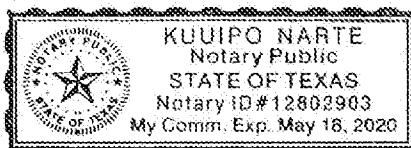
AND:

ACTIVE NETWORK, LLC

(the "Purchaser")

[Signature]

WHEREAS:



A. The Vendor has agreed to sell all of its right, title and interest in and to its intellectual property (collectively, the "Intellectual Property"), as more particularly described in the attached Schedule A, to the Purchaser;

B. The Purchaser wishes to purchase the Intellectual Property from the Vendor; and

C. The Purchaser wishes to pay the purchase price for the Intellectual Property by issuing to the Vendor a non-interest bearing demand promissory note dated in the amount of [REDACTED] (the "Promissory Note"), all in accordance with and subject to the terms and conditions contained in this Agreement.

IN CONSIDERATION of the promises, mutual covenants and agreements contained in this Agreement, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties), the parties covenant and agree as follows:

1. **PURCHASE AND PURCHASE PRICE**

1.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, the Vendor hereby sells all of the Vendor's right, title and interest in and to the Intellectual Property to the Purchaser, and the Purchaser hereby purchases the same from the Vendor for [REDACTED] (the "Purchase Price").

1.2 **Payment of Purchase Price.** The Purchaser will pay and satisfy the Purchase Price in full as the time of closing by issuing and delivering the Promissory Note to the Vendor.

2. **REPRESENTATIONS AND WARRANTIES**

2.1 **The Purchaser.** The Purchaser represents and warrants to the Vendor, with the intention that the Vendor will rely thereon in entering into this Agreement, that the Purchaser has

due and sufficient right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement.

2.2 **The Vendor.** The Vendor represents and warrants to the Purchaser, with the intention that the Purchaser will rely thereon in entering into this Agreement, that the Vendor has due and sufficient right, authority and capacity to enter into this Agreement and to carry out the transactions contemplated in this Agreement in accordance with the terms of this Agreement.

2.3 **Survival.** All of the representations, warranties, covenants and agreements made by the Vendor and the Purchaser in this Agreement will survive the Effective Date and, notwithstanding the closing of the transactions provided for in this Agreement, will continue in full force and effect.

3. CLOSING

3.1 **Place of Closing.** The closing of the transactions contemplated in this Agreement will take place as at the Effective Date at the offices of the Purchaser or such other place as the parties agree.

3.2 **Deliveries by the Vendor.** At the time of closing, the Vendor will deliver or cause to be delivered to the Purchaser all documents, agreements or certificates as may be reasonably requested by the Purchaser to give effect to the terms of this Agreement.

3.3 **Deliveries by the Purchaser.** At the time of closing, the Purchaser will deliver or cause to be delivered to the Vendor:

- (a) the Promissory Note as payment for the Purchase Price; and
- (b) all other documents, agreements or certificates as may be reasonably requested by the Vendor to give effect to the terms of this Agreement.

4. MISCELLANEOUS

4.1 **Further Assurances.** The parties will execute all other documents and instruments and do all other things necessary to implement and carry out the terms of this Agreement.

4.2 **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.

4.3 **Severability.** Should any part of this Agreement be declared or held to be invalid for any reason, the invalidity will not affect the validity of the remainder of this Agreement which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid portion and it is hereby declared the intention of the parties that this Agreement would have been executed without reference to any portion that may, for any reason, be hereafter declared or held invalid.

4.4 **Enurement.** This Agreement will be binding upon and enure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

4.5 **Time of the Essence.** Time is of the essence of this Agreement.

4.6 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

4.7 **Counterparts.** This Agreement may be executed in counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and both of which together will constitute one and the same document.

[Remainder of page intentionally left blank -- signature page to follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

IPICO INNOVATION INC.

ACTIVE NETWORK, LLC

By: *Kendall Robert Walsh*
Name:
Title:


By: _____
Name:
Title:

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

IPICO INNOVATION INC.

ACTIVE NETWORK, LLC

By: _____
Name:
Title:

By: 
Name: Darko Dejanovic
Title: CEO

[Signature Page - Purchase and Sale Agreement (IPICO Innovation / Active LLC)]

TRADEMARK
REEL: 005925 FRAME: 0437

SCHEDULE A

Intellectual Property

All of the Vendor's all intellectual property rights including the rights to the intellectual property set out in the table below and all (i) patents and patent applications of any type, and all inventions disclosed in the foregoing, (ii) industrial designs, (iii) trade-marks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, and all goodwill associated with the foregoing, (iv) all rights, titles, interests and benefits in and to works, including all copyrights, moral rights, renewals, extensions or reversions associated with such copyrights, regardless of the medium of fixation or means of expression, (v) know-how, trade secrets and other proprietary or confidential information, (vi) registrations and applications for registration of any of the foregoing, (vii) rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing, (viii) rights to collect income and royalties from any of the foregoing, and (ix) proprietary data.

Trademark [Word & Design]	Database	Application Number	Registration Number	Application Date	Registration Date	Status	Owner
Design Only	South Africa	2009/2409 6		30-Nov-09		APPLICATION	IPICO INNOVATION BURLINGTON CA(CANADA)
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	India	2092/DELNP/20 08	11/03/2008			Awaiting Examination	IPICO INNOVATION INC.
COMMUNICATION BETWEEN A TRANSPONDER AND AN INTERROGATOR BY TRANSMITTING A RESPONSIVE SIGNAL FROM A RESONANT CIRCUIT TO THE INTERROGATOR.	New Zealand	NZ 529886	05/03/2002	NZ 529886 A.	09/08/2005	Granted	IPICO INNOVATION INC.
COMMUNICATION BETWEEN A TRANSPONDER AND AN INTERROGATOR.	South Africa	ZA 20039262	11/27/2003	ZA 200309262	08/31/2005	Granted	IPICO INNOVATION INC.
FREE RUNNING RF IDENTIFICATION SYSTEM WITH INCREASING AVERAGE INTER-TRANSMISSION INTERVALS	South Africa	199901574	08/27/1999	ZA 199901574	10/27/1999	Granted	IPICO INNOVATION INC.

FREE RUNNING RF IDENTIFICATION SYSTEM WITH INCREASING AVERAGE INTER TRANSMISSION INTERVALS	US	US 1999257385	02/25/1999	US 6154136	11/28/2000	Granted	IPICO INNOVATION INC.
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	Australia	AU 2006293447	09/20/2006	AU 2006293447	08/18/2011	Granted	IPICO INNOVATION INC.
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	Austria	AT 2006809349	09/20/2006	AT 543153	02/15/2012	Granted	IPICO INNOVATION INC.
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	Brazil	BR 200617580	09/20/2006	BR P10617580	08/02/2011	Granted	IPICO INNOVATION INC.
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	China	CN 200680034634	09/20/2006	CN 101366049	07/28/2010	Granted	IPICO INNOVATION INC.
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	South Africa	ZA 20082083	03/05/2008	ZA 200802083	09/30/2009	Granted	IPICO INNOVATION INC.
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	India	2092/DELNP/20 08	03/11/2008			Awaiting Examination	IPICO INNOVATION INC.
RFID TAG FOR TRAIN WHEELS	India	9773/DELNP/20 08	11/24/2008			Awaiting Examination	IPICO INNOVATION INC.
WIRELESS COMMUNICATION SYSTEM	Brazil	BR 20082945	08/20/2008	BR P10802945	08/04/2009	Granted	IPICO INNOVATION INC.
WIRELESS COMMUNICATION SYSTEM	China	CN 200780005889	02/07/2007	CN 101385035	09/07/2011	Granted	IPICO INNOVATION INC.
WIRELESS COMMUNICATION SYSTEM	Germany	DE 602007007899	2007-0207	DE 602007007899	2010-0902	Granted	IPICO INNOVATION INC.
WIRELESS COMMUNICATION SYSTEM	India	1733/MUMNP/20 08	2008-0812			Under Examination	IPICO INNOVATION INC.
COMMUNICATION BETWEEN A TRANSPONDER AND AN INTERROGATOR	EP France	EP 2002727832	05/03/2002	EP 1393245	03/22/2006	Granted	IPICO INNOVATION INC. (CANADA)

COMMUNICATION BETWEEN A TRANSPONDER AND AN INTERROGATOR	EP Switzerland	EP 2002727832	05/03/2002	EP 1393245	03/22/2006	Granted	IPICO INNOVATION INC. (CANADA)
COMMUNICATION BETWEEN A TRANSPONDER AND AN INTERROGATOR	EP UK	EP 2002727832	05/03/2002	EP 1393245	03/22/2006	Granted	IPICO INNOVATION INC. (CANADA)
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	EP France	EP 2006809349	09/20/2006	EP 1927072	01/25/2012	Granted	IPICO INNOVATION INC. (CANADA)
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	EP Switzerland	EP 2006809349	09/20/2006	EP 1927072	01/25/2012	Granted	IPICO INNOVATION INC. (CANADA)
RADIOFREQUENCY IDENTIFICATION DEVICE SYSTEMS	EP UK	EP 2006809349	09/20/2006	EP 1927072	01/25/2012	Granted	IPICO INNOVATION INC. (CANADA)
RADIO FREQUENCY IDENTIFICATION DEVICE SYSTEMS	Germany	DE602306027350	09/20/2006	EP 1927072	01/25/2012	Granted	IPICO INNOVATION INC. (CANADA)
WIRELESS COMMUNICATION SYSTEM	EP France	EP 2007705810	2007-0207	EP 1987469	2010-0721	Granted	IPICO INNOVATION INC. (CANADA)
WIRELESS COMMUNICATION SYSTEM	EP Switzerland	EP 2007705810	2007-0207	EP 1987469	2010-0721	Granted	IPICO INNOVATION INC. (CANADA)
WIRELESS COMMUNICATION SYSTEM	EP UK	EP 2007705810	2007-0207	EP 1987469	2010-0721	Granted	IPICO INNOVATION INC. (CANADA)
IPICO	Canada	1461199	TMA823992	02-Dec-09	14-May-12	REGISTERED	IPICO INNOVATION INC. 4480 HARVESTER ROAD BURLINGTON ONTARIO L7L 4X2
IPICO DESIGN	Canada	1461202	TIVIA831816	02-Dec-09	12-Sep-12	REGISTERED	IPICO INNOVATION INC. 4480 HARVESTER ROAD BURLINGTON ONTARIO L7L 4X2

Design Only	Community Trademarks	8725971	8725971	01-Dec-09	02-Jun-10	REGISTERED	IPICO INNOVATION INC. 4480 HARVESTER ROAD, BURLINGTON, ONTARIO, L7L 4X2 CA (CANADA)
IPICO	Community Trademarks	8725913	8725913	01-Dec-09	02-Jun-10	REGISTERED	IPICO INNOVATION INC. 4480 HARVESTER, L7L 4X2 CA (CANADA)
Design Only	China	8055742	8055742	05-Feb-10	21-Jul-11	REGISTERED	IPICO INNOVATION INC. CA (CANADA)
IPICO SPORTS	U.S. Federal	77379578	3597305	24-Jan-08	31-Mar-09	REGISTERED	IPICO INNOVATION INC. CANADA CORPORATION 4480 HARVESTER ROAD BURLINGTON, ONTARIO L7L 4X2 CA (CANADA)
Design Only	U.S. Federal	77882896	3927463	01-Dec-09	08-Mar-11	REGISTERED	IPICO INNOVATION INC. CANADA CORPORATION 4480 HARVESTER ROAD BURLINGTON, ONTARIO L7L 4X2 CA (CANADA)
IPICO	U.S. Federal	77882886	3960431	01-Dec-09	17-May-11	REGISTERED	IPICO INNOVATION INC. CANADA CORPORATION 4480 HARVESTER ROAD BURLINGTON, ONTARIO L7L 4X2 CA (CANADA)
TOTAL RFID	U.S. Federal	77022421	4060234	17-Oct-06	22-Nov-11	REGISTERED	IPICO INNOVATION INC. CANADA CORPORATION 4480 HARVESTER ROAD BURLINGTON, ONTARIO L7L 4X2 CA (CANADA)