

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441772

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release(Reel5294/Frame0179), Trademark Release(Reel5799/Frame0183), Trademark Release(Reel5830/Frame0723)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		08/31/2017	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Passkey International, Inc., as Grantor
Street Address:	717 N. Harwood Street, Suite 2200
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Corporation: DELAWARE
Name:	Active Network, LLC, as Grantor
Street Address:	717 N. Harwood Street, Suite 2500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Limited Liability Company: DELAWARE
Name:	JumpForward, LLC, as Grantor
Street Address:	112 S. Sangamon St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60607
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2911102	PASSKEY
Registration Number:	2844766	REGLINK
Registration Number:	2844764	GROUPLINK
Registration Number:	2857887	CITYWIDE
Registration Number:	2786578	HOTELDIRECT

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2866600	PASSKEY-ENABLED
Registration Number:	3834065	GROUPMAX
Registration Number:	4607370	A
Registration Number:	4814623	ACTIVE PARTICIPANT TRACKER
Registration Number:	4814624	ACTIVE REVENUE GENERATOR
Registration Number:	4814625	ACTIVE TARGET MARKETER
Registration Number:	4814626	ACTIVE INTELLIGENT INSIGHTS
Registration Number:	4814627	ACTIVE NETWORK ACTIVITY CLOUD
Registration Number:	4696694	MOB
Registration Number:	4103279	VIRTUAL RACE BAGS
Registration Number:	4654280	UNIFIED ATHLETICS
Registration Number:	4537807	JUMPFORWARD
Registration Number:	4024195	PROACTIVE COMPLIANCE
Registration Number:	4043551	AUTOMATIC CALL TRACKING
Registration Number:	3986191	COMPLIANCE TOOLBOX
Registration Number:	3686879	ELEVATION

CORRESPONDENCE DATA

Fax Number: 8009144240

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.

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Ken Tan/
DATE SIGNED:	09/01/2017

Total Attachments: 8

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of August 31, 2017 (the "Effective Date"), is made by Bank of America, N.A., in its capacity as Collateral Agent (the "Agent"), in favor of the grantor parties identified on the signature page hereto (the "Grantors").

WHEREAS, pursuant to that certain Second Lien Security Agreement, dated as of November 15, 2013, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the "Security Agreement"), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of May 21, 2014 (the "First Recorded Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of May 16, 2016, (the "Second Recorded Trademark Security Agreement"), for recordal with the United States Patent and Trademark Office;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Second Lien Trademark Security Agreement, dated as of June 29, 2016 (the "Third Recorded Trademark Security Agreement" and, together with the First Recorded Trademark Security Agreement and the Second Recorded Trademark Security Agreement, the "Trademark Security Agreements"), for recordal with the United States Patent and Trademark Office;

WHEREAS, the First Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 3, 2014 at Reel/Frame 5294/0179;

WHEREAS, the Second Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 20, 2016 at Reel/Frame 5799/0183;

WHEREAS, the Third Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on July 1, 2016 at Reel/Frame 5830/0723;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreements, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule 1 attached hereto, arising under the Security Agreement and the Trademark Security Agreements. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreements, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

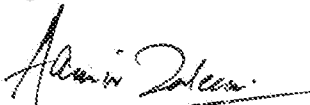
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of New York, without regard to conflicts of law or choice of law principles.

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Bank of America, N.A., acting in its capacity
as Collateral Agent for the Lenders**

By: 

Name:
Title:

Aamir Saleem Vice President
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GRANTORS:

PASKEY INTERNATIONAL, INC.,
a Delaware corporation

By: 

Name: John Mills

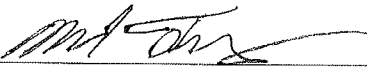
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

GRANTORS:

ACTIVE NETWORK, LLC,
a Delaware limited liability company

JUMPFORWARD LLC,
a Delaware limited liability company

By: 
Name: Mark Trivette
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademarks]

Schedule 1

**U.S. Trademark Registrations – First Recorded Trademark Security Agreement at Reel/Frame
5294/0179**

OWNER	REGISTRATION NUMBER	TITLE
Passkey International, Inc.	2911102	PASSKEY
Passkey International, Inc.	2844766	REGLINK
Passkey International, Inc.	2844764	GROUPLINK
Passkey International, Inc.	2857887	CITYWIDE
Passkey International, Inc.	2786578	HOTELDIRECT
Passkey International, Inc.	2866600	PASSKEY-ENABLED
Passkey International, Inc.	3834065	GROUPMAX

**U.S. Trademark Registrations – Second Recorded Trademark Security Agreement at Reel/Frame
5799/0183**

OWNER	REGISTRATION NUMBER	TITLE
Active Network, LLC	4607370	A
Active Network, LLC	4814623	ACTIVE PARTICIPANT TRACKER
Active Network, LLC	4814624	ACTIVE REVENUE GENERATOR
Active Network, LLC	4814625	ACTIVE TARGET MARKETER
Active Network, LLC	4814626	ACTIVE INTELLIGENT INSIGHTS
Active Network, LLC	4814627	ACTIVE NETWORK ACTIVITY CLOUD
Active Network, LLC	4696694	MOB
Active Network, LLC	4103279	VIRTUAL RACE BAGS

**U.S. Trademark Registrations – Third Recorded Trademark Security Agreement at Reel/Frame
5830/0723**

OWNER	REGISTRATION NUMBER	TITLE
JumpForward LLC	4654280	Unified Athletic
JumpForward LLC	4537807	Jumpforward
JumpForward LLC	4024195	Proactive Compliance
JumpForward LLC	4043551	Automatic Call Tracking
JumpForward LLC	3986191	Compliance Toolbox
JumpForward LLC	3686879	Elevation