

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM443338

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Trademark Release (Reel 5825 / Frame 0755)
<b>RESUBMIT DOCUMENT ID:</b>	900419787

**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**

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

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4654280	UNIFIED ATHLETICS
<b>Registration Number:</b>	4537807	JUMPFORWARD
<b>Registration Number:</b>	4024195	PROACTIVE COMPLIANCE
<b>Registration Number:</b>	4043551	AUTOMATIC CALL TRACKING
<b>Registration Number:</b>	3986191	COMPLIANCE TOOLBOX
<b>Registration Number:</b>	3686879	ELEVATION

**TRADEMARK**

**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

<b>NAME OF SUBMITTER:</b>	Ken Tan
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<b>SIGNATURE:</b>	/Ken Tan/
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<b>DATE SIGNED:</b>	09/15/2017
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**Total Attachments: 8**

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# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

### 1. Name of conveying party(ies):

Bank of America, N.A., as Collateral Agent

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

### 3. Nature of conveyance/Execution Date(s) :

Execution Date(s) August 31, 2017

- Assignment
- Security Agreement
- Other Trademark Release (Reel:5825 / Frame:0755)
- Merger
- Change of Name

### 2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Passkey International, Inc., as Grantor

Street Address: 717 N. Harwood Street, Suite 2200

City: Dallas

State: Texas

Country: USA Zip: 75201

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Delaware
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

### 4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) \_\_\_\_\_

See Schedule I

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

### 5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 08061.1407

Email Address: KTan@cahill.com

### 6. Total number of applications and registrations involved:

21

### 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

### 8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

### 9. Signature:

  
Signature

Ken Tan

9/15/2017

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**TRADEMARK**  
**REEL: 006150 FRAME: 0487**

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name of receiving party(ies)

- 2) Active Network, LLC, a Delaware limited liability company, as Grantor  
Citizenship – Delaware  
717 N. Harwood Street, Suite 2500,  
Dallas, TX 75201
  
- 3) JumpForward, LLC, a Delaware limited liability company, as Grantor  
Citizenship – Delaware  
112 S. Sangamon St.,  
Chicago, IL 60607

**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 First 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 First 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 First 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 First 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 2, 2014 at Reel/Frame 5293/0690;

WHEREAS, the Second Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 19, 2016 at Reel/Frame 5797/0236;

WHEREAS, the Third Recorded Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 30, 2016 at Reel/Frame 5825/0755;

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.

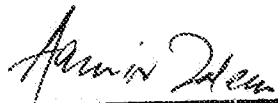
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreements.

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: **Aamir Saleem**  
Title: **Vice President**

[Signature Page to Release of Security Interest in Trademarks (First Lien)]

**TRADEMARK  
REEL: 006150 FRAME: 0491**

**GRANTORS:**

**PASKEY INTERNATIONAL, INC.,**  
a Delaware corporation

By:   
Name: John Mills  
Title: Chief Financial Officer

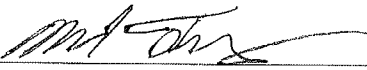
[Signature Page to Release of Security Interest in Trademarks]



**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  
5293/0690**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
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  
5797/0236**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
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  
5825/0755**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TITLE</b>
JumpForward LLC	4654280	Unified Athletisc
JumpForward LLC	4537807	Jumpforward
JumpForward LLC	4024195	Proactive Compliance
JumpForward LLC	4043551	Automatic Call Tracking
JumpForward LLC	3986191	Compliance Toolbox
JumpForward LLC	3686879	Elevation