

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Active Network, LLC		08/31/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	RA Outdoors, LLC		
Street Address:	717 N. Harwood, Suite 2400		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2849259	RESERVE AMERICA	
Registration Number:	2669497	RESERVEAMERICA	
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:	9513327079		
Email:	ben@protectorlaw.com		
Correspondent Name:	Benjamin Diederich		
Address Line 1:	29826 Haun Road, Suite 311		
Address Line 4:	Menifee, CALIFORNIA 92586		
NAME OF SUBMITTER:	Benjamin Diederich		
SIGNATURE:	/BND/		
DATE SIGNED:	09/12/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of August 31, 2017 (the "*Effective Date*"), by Active Network, LLC, a Delaware limited liability company ("*Assignor*") in favor of RA Outdoors, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Assignor and Assignee are among the parties to that certain Contribution Agreement, dated as of August 31, 2017 (as amended, supplemented or modified, the "*Contribution Agreement*");

WHEREAS, Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Contribution Agreement; and

WHEREAS, pursuant to the Contribution Agreement, Assignor has transferred, conveyed, assigned and delivered to Assignee, and Assignee has acquired from Assignor, all right, title and interest in and to the trademarks set forth on Schedule A, together with the goodwill exclusively associated therewith (collectively, the "*Trademarks*"), and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Contribution Agreement, Assignor hereby agrees as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby transfers, conveys, assigns, and delivers to Assignee, any and all of Assignor's right, title and interest in and to the Trademarks (including, without limitation, the goodwill exclusively associated therewith) in the United States and throughout the world, the same to be held and enjoyed by Assignee as fully and completely as by Assignor had this Assignment not been made, including, without limitation, (a) all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States with respect to the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and (b) all rights in the foregoing (including, without limitation, the right to collect royalties and proceeds in connection therewith), and all rights and remedies (including, without limitation, the right to sue for and recover damages, profits and any other remedy) for past, present or future infringement, misappropriation, or other violation relating to any of the foregoing, together with any priority right that may arise from any of the foregoing, in each case, to the extent included in the Outdoors Intellectual Property.
2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Further Assurances. From time to time following the date hereof, at the sole expense of Assignee, Assignor shall execute and deliver such other instruments of conveyance, assignment, transfer and delivery or other documents and take or cause to be taken such other actions as Assignee reasonably may request in order to record, perfect or otherwise effectuate the assignment granted hereunder. Nothing contained in this Assignment is intended to or shall be deemed to modify, expand, alter, amend or otherwise change any of the rights or obligations of Assignor or Assignee under the Contribution Agreement. For the avoidance of doubt, no assets or rights are being conveyed or otherwise transferred or assigned hereby unless and to the extent such assets and rights are included in the Outdoors Intellectual Property. None of Assignor, Assignee or their respective Affiliates make any representations and warranties hereby. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall govern.

4. Successors. This Assignment and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

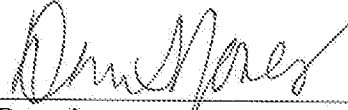
6. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. This Assignment may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature shall constitute an original for all purposes.

[Remainder of Page Intentionally Left Blank; Signature Follows]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNOR:

Active Network, LLC

By: 


Name: Dana Jones

Title: Chief Executive Officer

{Signature page to Trademark Assignment}

TRADEMARK
REEL: 006152 FRAME: 0989

Schedule A

CASE	MARK	CLASS	SERIAL NO. / FILING DATE	REG. NO. / REG. DATE	OWNER
ACNET-146T US	RESERVE AMERICA (Stylized) 	9 CANCELLED WITH 1 ST RENEWAL 35 OPERATION OF A TICKET AGENCY IN THE FIELD OF HISTORICAL MONUMENTS, EXHIBITS AND ATTRACTIONS; OPERATION OF A TELEPHONE CALL CENTER FOR OTHERS 41 ARRANGING FOR TELEPHONE AND ONLINE TICKET RESERVATION SERVICES FOR RECREATIONAL FACILITIES AND RECREATIONAL ACTIVITIES CARRIED OUT IN SUCH FACILITIES 43 MAKING TELEPHONE AND ONLINE RESERVATION FOR OTHERS FOR LODGING IN HOTELS, MOTELS, RESORTS, AND LODGES AND CAMPGROUNDS LOCATED IN FEDERAL, STATE, AND PROVINCIAL PARKS	78/123,265 04/22/2002	2,849,259 06/01/2004	Active Network, LLC
ACNET-147T US	RESERVEAMERICA (WORDMARK)	9 COMPUTER SOFTWARE, NAMELY SOFTWARE FOR USE IN THE RESERVATION OF LODGING IN HOTELS, MOTELS, RESORTS, AND LODGES AND CAMPGROUNDS LOCATED IN FEDERAL, STATE, AND PROVINCIAL PARKS, AND FOR USE IN THE RESERVATION OF ACCESS TICKETS FOR RECREATIONAL FACILITIES AND THE RECREATIONAL ACTIVITIES CARRIED OUT IN SUCH FACILITIES 41 TELEPHONE AND ONLINE TICKET RESERVATION SERVICES FOR RECREATIONAL FACILITIES AND RECREATIONAL ACTIVITIES CARRIED OUT IN SUCH FACILITIES 42 TELEPHONE AND ONLINE RESERVATION SERVICES FOR OTHERS FOR LODGING IN HOTELS, MOTELS, RESORTS, AND LODGES AND CAMPGROUNDS LOCATED IN FEDERAL, STATE, AND PROVINCIAL PARKS	75/681,565 04/13/1999	2,669,497 12/31/2002	Active Network, LLC