

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release (Reel 5293 / Frame 0690)

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: 7

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
Registration Number:	2866600	PASSKEY-ENABLED
Registration Number:	3834065	GROUPMAX

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

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Ken Tan/
DATE SIGNED:	09/15/2017

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 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 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.

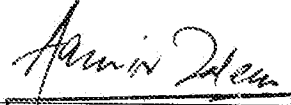
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), 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:
Title:

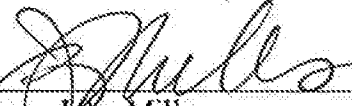
Aamir Saleem Vice President
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[Signature Page to Release of Security Interest in Trademarks (First Lien)]

**TRADEMARK
REEL: 006153 FRAME: 0932**

GRANTORS:

PASKEY INTERNATIONAL, INC.,
a Delaware corporation

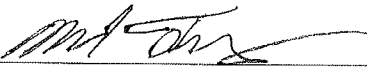
By: 
Name: John Mills
Title: Chief Financial Officer

[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**

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
5797/0236**

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
5825/0755**

OWNER	REGISTRATION NUMBER	TITLE
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