

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2618181

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
THE ACTIVE NETWORK INC.	11/15/2013
RECEIVING PARTY DATA	
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT
Street Address:	101 CALIFORNIA STREET, SUITE 1750
City:	SAN FRANCISCO
State/Country:	CALIFORNIA
Postal Code:	94111
PROPERTY NUMBERS Total: 12	
Property Type	Number
Patent Number:	6778973
Patent Number:	6289348
Application Number:	13016809
Application Number:	13297123
Patent Number:	8028890
Patent Number:	8397983
Application Number:	12948631
Patent Number:	7523385
Patent Number:	8065171
Application Number:	13475494
Application Number:	13790145
Application Number:	13950682
CORRESPONDENCE DATA	
Fax Number:	

502572304

PATENT
 REEL: 031664 FRAME: 0835

OP \$480.00 6778973

Email: michael.barys@thomsonreuters.com
Correspondence will be sent via US Mail when the email attempt is unsuccessful.
Correspondent Name: ELAINE CARRERA, LEGAL ASSISTANT
Address Line 1: C/O CAHILL GORDON & REINDEL LLP
Address Line 2: 80 PINE STREET
Address Line 4: NEW YORK, NEW YORK 10005

NAME OF SUBMITTER:	ELAINE CARRERA
--------------------	----------------

Signature:	/Michael Barys TR/
------------	--------------------

Date:	11/18/2013
-------	------------

Total Attachments: 7
source=47B. 2nd lien Patent security agreement (post merger)#page1.tif
source=47B. 2nd lien Patent security agreement (post merger)#page2.tif
source=47B. 2nd lien Patent security agreement (post merger)#page3.tif
source=47B. 2nd lien Patent security agreement (post merger)#page4.tif
source=47B. 2nd lien Patent security agreement (post merger)#page5.tif
source=47B. 2nd lien Patent security agreement (post merger)#page6.tif
source=47B. 2nd lien Patent security agreement (post merger)#page7.tif

**RECORDATION FORM COVER SHEET
PATENTS 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)

The Active Network, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Execution Date(s) November 15, 2013

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other Second Lien Security Agreement

2. Name and address of receiving party(ies)

Name: Bank of America, N.A., as collateral agent

Internal Address: _____

Street Address: 101 California Street, Suite 1750

City: San Francisco

State: CA

Country: USA Zip: 94111

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

See Schedule 1

B. Patent No.(s)

See Schedule 1

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP

80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and patents involved: 12

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 15, 2013

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 7

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

SECOND LIEN PATENT SECURITY AGREEMENT

This Second Lien Patent Security Agreement, dated as of November 15, 2013 (this "Patent Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Bank of America, N.A., in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain second lien credit agreement, dated as of November 15, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among The Active Network Inc., a Delaware corporation, and Lanyon, Inc., a Delaware corporation (collectively, the "Borrowers"), Athlaction Holdings, LLC, a Delaware limited liability company ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Patent Collateral"):

- (a) all Patents of such Pledgor, including, without limitation, the United States patents and patent applications listed on Schedule 1 attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of

this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations and unasserted expense reimbursement obligations, and that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by any Pledgor, promptly execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Patents and any other applicable government officer record this Patent Security Agreement.

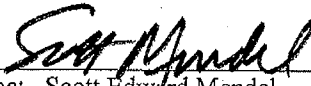
SECTION 6. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Patent Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Patent Security Agreement.

SECTION 7. Governing Law. This Patent Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Patent Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

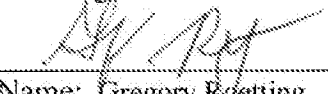
THE ACTIVE NETWORK, INC.

By: 
Name: Scott Edward Mendel
Title: Chief Financial Officer

[Signature Page to Second Lien Patent Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Gregory Roetting
Title: VP

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 031664 FRAME: 0841

SCHEDULE 1
to
PATENT SECURITY AGREEMENT

UNITED STATES PATENTS AND PATENT APPLICATIONS

United States Patents:

TITLE	SERIAL NO / FILING DATE	PATENT NO. / ISSUE DATE	OWNER
METHOD FOR SELECTION OF EVENTS BASED ON PROXIMITY	09/759,812 01/11/2001	6,778,973 08/17/2004	THE ACTIVE NETWORK, INC.
METHOD & SYSTEM OF ELECTRONICALLY RECEIVING & PROCESSING MEMBERSHIP INFORMATION OF AN ORGANIZATION	09/246,615 02/08/1999	6,289,348 09/11/2001	THE ACTIVE NETWORK, INC.
SECURE ONLINE TRANSACTION PROCESSING	13/016,809 1/28/2011		THE ACTIVE NETWORK, INC.
MOBILE PLATFORM FOR EVENT REGISTRATION	13/297,123 11/15/2011		THE ACTIVE NETWORK, INC.
DISTRIBUTION SERVICES RESERVATION INTEGRATION <i>CLAIMS PRIORITY TO PROVISIONAL 60/863,208 FILED 10/27/2006</i>	11/927,166 10/29/2007	8,028,890 10/4/2011	THE ACTIVE NETWORK, INC.
DISTRIBUTION SERVICES RESERVATION INTEGRATION	13/221,704 8/30/2011	8,397,983 3/19/2013	THE ACTIVE NETWORK, INC.
SYSTEMS AND METHODS FOR AUGMENTED REALITY	12/948,631 11/17/2010		THE ACTIVE NETWORK, INC.
SYSTEM AND METHOD FOR ENTERPRISE EVENT MARKETING AND MANAGEMENT AUTOMATION	10/007,315 11/7/2001	7,523,385 4/21/2009	THE ACTIVE NETWORK, INC.
EVENT PLANNING SYSTEM	10/785,382 2/23/2004	8,065,171 11/22/2011	THE ACTIVE NETWORK, INC.

SYSTEMS & METHODS FOR LIMITING DATA EXPOSURE WHILE MAINTAINING SECURE AUTHENTICATION			THE ACTIVE NETWORK, INC.
SYSTEMS & METHODS FOR LIMITING DATA EXPOSURE WHILE MAINTAINING SECURE AUTHENTICATION	13/475,494 5/18/2012		THE ACTIVE NETWORK, INC.

United States Patent Applications:

TITLE	SERIAL NO / FILING DATE	OWNER
ENTERPRISE WIRELESS USAGE REPORTING	13/790,145 3/8/2013	THE ACTIVE NETWORK, INC.
AUTOMATED GOLF SCORING	13/950,682 7/25/2013	THE ACTIVE NETWORK, INC.