

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MARKSMEN, INC.		09/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE ACTIVE NETWORK, INC.
Street Address:	10182 TELESIS COURT
Internal Address:	SUITE 300
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3279614	SMARTEVENT
Registration Number:	3279615	SMARTEVENT

CORRESPONDENCE DATA

Fax Number: 9498556371
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 949-855-1246
 Email: ljohnson@stetinalaw.com
 Correspondent Name: STETINA BRUNDA GARRED & BRUCKER
 Address Line 1: 75 ENTERPRISE
 Address Line 2: SUITE 250
 Address Line 4: ALISO VIEJO, CALIFORNIA 92656

ATTORNEY DOCKET NUMBER:	ACNET-000
NAME OF SUBMITTER:	BENJAMIN N. DIEDERICH

Signature:	/BND/
Date:	10/10/2013
Total Attachments: 5 source=SMARTEVENT EXECUTED NOTORIZED ASSIGNMENT TO CLIENT#page1.tif source=SMARTEVENT EXECUTED NOTORIZED ASSIGNMENT TO CLIENT#page2.tif source=SMARTEVENT EXECUTED NOTORIZED ASSIGNMENT TO CLIENT#page3.tif source=SMARTEVENT EXECUTED NOTORIZED ASSIGNMENT TO CLIENT#page4.tif source=SMARTEVENT EXECUTED NOTORIZED ASSIGNMENT TO CLIENT#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of September 30, 2013 (the "Effective Date") by and between Marksmen, Inc. a Delaware corporation ("Assignor"), and The Active Network, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Transfer and Assignment Agreement dated September 30, 2013 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor's right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the "Assigned Trademarks"), together with all rights to collect royalties and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney's fees and expenses) or lost profits in connection therewith.
2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.
3. Information and Assistance. Upon Assignee's reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.
4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

MARKSMEN, INC.

By: 

Name: KEITH LIM

Title: VP, COO

Acknowledged and Accepted:

ASSIGNEE:

THE ACTIVE NETWORK, INC.

By: 

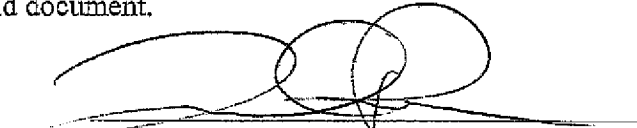
Name: Melissa Gardner

Title: Sen Director Marketing

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF CALIFORNIA : ss.:
CITY/COUNTY OF LOS ANGELES)

I, LAUREL PAVONE, the undersigned Notary Public do hereby certify
that KETHA KIMJANG LIM, as VP of
MACKSHEW INC, who signed the foregoing Assignment document, was authorized on the
8 day of OCTOBER to execute the foregoing Assignment document on behalf of MACKSHEW INC and to
me acknowledged that he she did sign the said document.


Notary Public



SCHEDULE A TO TRADEMARK ASSIGNMENT

SMARTEVENT 3279614

SMARTEVENT 3279615