

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331995

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital River, Inc.		02/12/2015	CORPORATION: DELAWARE
Digital River Marketing Solutions, Inc.		02/12/2015	CORPORATION: DELAWARE
BlueHornet Networks, Inc.		02/12/2015	CORPORATION: CALIFORNIA
DR MyCommerce, Inc.		02/12/2015	CORPORATION: DELAWARE
LML Payment Systems Corp.		02/12/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent
Street Address:	225 West Washington Street, 21st Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	78351046	BID DIRECTOR
Serial Number:	78497234	BLUEHORNET
Serial Number:	78498208	
Serial Number:	78971305	BLUEHORNET
Serial Number:	78971304	
Serial Number:	74611914	DIGITAL RIVER
Serial Number:	76415328	DIGITAL RIVER
Serial Number:	77287333	FIRECLICK
Serial Number:	76300527	REGNOW
Serial Number:	76050470	SWREG
Serial Number:	78971307	SURESEND
Serial Number:	78002413	ESELLERATE
Serial Number:	78002412	ESELLERATE
Serial Number:	78117617	DIRECTTRACK
Serial Number:	76036777	DIRECTLEADS

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77457204	SURE SEGMENTS
Serial Number:	77460795	REG NET
Serial Number:	77627692	DIGITAL RIVER
Serial Number:	77627696	DIGITAL RIVER
Serial Number:	85496933	SOCIALLOOP
Serial Number:	77920533	TRANSACTION DEFENDER
Serial Number:	77922154	GLOBALCITY
Serial Number:	85235636	SUBSCRIPTION EXPRESS
Serial Number:	85028775	MYCOMMERCE
Serial Number:	76043291	LML PAYMENT SYSTEMS
Serial Number:	76043292	LML PAYMENT SYSTEMS
Serial Number:	76043294	
Serial Number:	77619640	YOUR PARTNER IN PAYMENTS
Serial Number:	77619654	YOUR PARTNER IN PAYMENTS
Serial Number:	85224940	TRANSPARENT COMMERCE
Serial Number:	85235625	MARKET FORCE
Serial Number:	86426968	CONTEXTUAL COMMERCE
Serial Number:	86426972	COMMERCE OF THINGS
Serial Number:	77559094	BITPASS
Serial Number:	77460064	REGSOFT
Serial Number:	78224340	KEYWORDMAX

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 66478/105

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 02/12/2015

Total Attachments: 11

source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page1.tif

source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page2.tif

source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page3.tif

source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page4.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page5.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page6.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page7.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page8.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page9.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page10.tif
source=Sankaty-Digital River - Second Lien TM Security Agt (Execution Version)#page11.tif

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO OR IN CONNECTION WITH THIS SECOND LIEN GRANT OF SECURITY INTEREST, THE TERMS OF ANY OTHER SECURITY DOCUMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER AND THEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 12, 2015 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE “INTERCREDITOR AGREEMENT”), AMONG MACQUARIE US TRADING LLC, AS THE FIRST LIEN PRIORITY REPRESENTATIVE, AND CORTLAND CAPITAL MARKET SERVICES LLC, AS SECOND LIEN PRIORITY REPRESENTATIVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN GRANT OF SECURITY INTEREST OR ANY OTHER SECURITY DOCUMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Digital River, Inc., a Delaware corporation, Digital River Marketing Solutions, Inc., a Delaware corporation, BlueHornet Networks, Inc., a California corporation, DR MyCommerce, Inc., a Delaware corporation, and LML Payment Systems Corp., a Delaware corporation (each, a “Grantor,” and, collectively, the “Grantors”), each with principal offices at 10380 Bren Road West, Minnetonka, Minnesota 55343 (other than BlueHornet Networks, Inc.) and, in the case of BlueHornet Networks, Inc., with principal offices at Suite B250 2355 Northside Drive Building B, San Diego, CA 92108, on this 12th day of February, 2015, hereby pledge and grant to CORTLAND CAPITAL MARKET SERVICES LLC, as Collateral Agent (the “Grantee”) with principal offices at 225 West Washington Street, 21st Floor, Chicago, IL, 60606, a security interest in (A) (i) all United States and foreign trademarks, trade names, corporate names, company names, business names, domain names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or otherwise, all common-law rights related thereto, including, without limitation, any registrations and applications for registrations in respect of the foregoing, and all goodwill of the business connected with the use of or symbolized by any of the foregoing, (ii) the right to obtain all renewals thereof and (iii) the right to sue for past, present or future infringement and dilutions thereof (the “Trademarks”), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, (B) all written agreements providing for the grant by or to any Grantor of any right to use any Trademark (the “Trademark Licenses”), each as set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof, together with all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademarks, the goodwill of the businesses with which the Trademarks are associated, and all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

THIS SECOND LIEN GRANT OF SECURITY INTEREST (this “Grant”), is made to secure the satisfactory performance and payment of all the “Obligations” of each Grantor, as such term is defined in the Second Lien Guarantee and Collateral Agreement made by each Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of February 12, 2015 (as the same may be amended, restated, modified and/or supplemented from time to time, the “Guarantee and Collateral Agreement”).

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are more fully set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts and by the different parties hereto on separate counterparts, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally effective as delivery of an original executed counterpart.

This Grant shall be governed by the laws of the State of New York.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Second Lien Grant of Security Interest and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the Intercreditor Agreement and this Assumption Agreement, the terms of the Intercreditor Agreement shall govern and control.

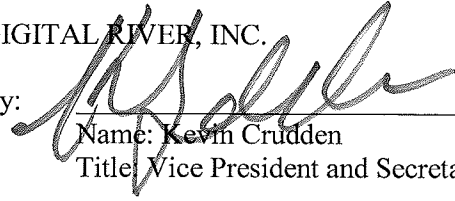
This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or by electronic mail in “portable document format” or “tif” format shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has hereto set its name as of the date first written above.

DIGITAL RIVER, INC.

By:



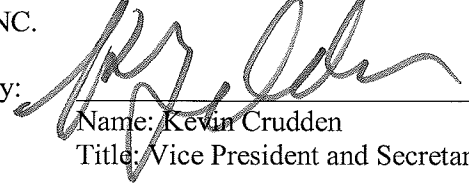
Name: Kevin Crudden

Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has hereto set its name as of the date first written above.

DIGITAL RIVER MARKETING SOLUTIONS,
INC.

By:



Name: Kevin Crudden

Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has hereto set its name as of the date first written above.

BLUEHORNET NETWORKS, INC.

By:

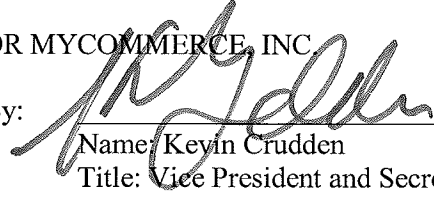

Name: Kevin Crudden

Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has hereto set its name as of the date first written above.

DR MYCOMMERCE, INC

By:



Name: Kevin Crudden

Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has hereto set its name as of the date first written above.

LML PAYMENT SYSTEMS CORP.

By: 


Name: Kevin Crudden

Title: Vice President and Secretary

IN WITNESS WHEREOF, the undersigned has hereto set its name as of the date first written above.

CORTLAND CAPITAL MARKET SERVICES
LLC

By:



Name: Emily Ergang Pappas

Title: Associate Counsel

[Signature Page – Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005459 FRAME: 0211

SCHEDULE A

TRADEMARKS

B & A File No.	Application No.	Mark	Grantor
1142.123UST1	78/351,046	Bid Director	Digital River Marketing Solutions, Inc.
1142.124UST1	78/497,234	BlueHornet	BlueHornet Networks, Inc.
1142.125UST1	78/498,208	BlueHornet (Design)	BlueHornet Networks, Inc.
1142.126UST1	78/971,305	BlueHornet	BlueHornet Networks, Inc.
1142.127UST1	78/971,304	BlueHornet (Design)	BlueHornet Networks, Inc.
1142.128UST1	74/611,914	Digital River	Digital River, Inc.
1142.129UST1	76/415,328	Digital River	Digital River, Inc.
1142.132UST1	77/287,333	Fireclick	BlueHornet Networks, Inc.
1142.135UST1	76/300,527	REGNOW	DR MyCommerce, Inc.
1142.138UST1	76/050,470	SWREG	DR MyCommerce, Inc.
1142.140UST1	78/971,307	SURESEND	BlueHornet Networks, Inc.
1142.141UST1	78/002,413	ESELLERATE	DR MyCommerce, Inc.
1142.142UST1	78/002,412	ESELLERATE	DR MyCommerce, Inc.
1142.147UST1	78/117,617	DIRECTTRACK	Digital River Marketing Solutions, Inc.
1142.149UST1	76/036,777	DIRECTLEADS	Digital River Marketing Solutions, Inc.
1142.150UST1	77/457,204	SURE SEGMENTS	BlueHornet Networks, Inc.
1142.153UST1	77/460,795	REG NET	DR MyCommerce, Inc.
1142.154UST1	77/627,692	DIGITAL RIVER AND DESIGN	Digital River, Inc.
1142.155UST1	77/627,696	DIGITAL RIVER &	Digital River, Inc.

		DESIGN	
1142.156UST1	85/496,933	SOCIALLOOP	BlueHornet Networks, Inc.
1142.157UST1	77/920,533	TRANSACTION DEFENDER	Digital River, Inc.
1142.159UST1	77/922,154	GLOBALCITY	Digital River, Inc.
1142.163UST1	85/235,636	SUBSCRIPTION EXPRESS	Digital River, Inc.
1142.179UST1	85/028,775	MYCOMMERCE	DR MyCommerce, Inc.
1142.187UST1	86/234,042	SMARTCHANNEL	Digital River, Inc.
1142.188UST1	86/233,241	DIGITAL RIVER COMMERCE BUSINESS INFRASTRUCTURE	Digital River, Inc.
1142.189UST1	86/347,502	MY COMMERCE A DIGITAL RIVER COMPANY & Design	DR MyCommerce, Inc.
	76/043291	LML PAYMENT SYSTEMS & DESIGN	LML Payment Systems Corp.
	76/043292	LML PAYMENT SYSTEMS	LML Payment Systems Corp.
	76/043294	DESIGN ONLY	LML Payment Systems Corp.
	77619640	YOUR PARTNER IN PAYMENTS	LML Payment Systems Corp.
	77619654	YOUR PARTNER IN PAYMENTS	LML Payment Systems Corp.
1142.196UST1	85224940	TRANSPARENT COMMERCE	Digital River, Inc.
1142.195UST1	85235625	MARKET FORCE	Digital River, Inc.
1142.193UST1	86/426968	CONTEXTUAL COMMERCE	Digital River, Inc.
1142.194UST1	86/426972	COMMERCE OF THINGS	Digital River, Inc.
	77559094	BITPASS	DR MyCommerce, Inc.

	77460064	REGSOFT	DR MyCommerce, Inc.
	78224340	KEYWORDMAX	Digital River Marketing Solutions, Inc.