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08-05-1999



D.

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

07-29-1999

U.S. Patent & TMOtc/TM Mail Rcpt Dt. #34

missioner

party(ies):

101109029

ed original documents or copy thereof.

Mohanmad Osman Rashid  
6974 West 84th Street Circle  
Bloomington, MN 55439

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 29, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/572,220

2. Name and address of receiving party(ies):

Name: Digital River, Inc.

Internal Address: \_\_\_\_\_

Street Address: 9625 West 76th Street

City: Eden Prairie State MN ZIP: 55344

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Minnesota
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: James P. Quinn  
Internal Address: 1500 Norwest Financial Center

Street Address: 7900 Xerxes Avenue South

City: Bloomington State: MN ZIP: 55431

6. Total number of applications and registrations involved: \_\_\_\_\_ 1

7. Total fee (37 CFR 3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

08/04/1999 MTHA11 00000203 75572220

01 FC:481

40.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James P. Quinn  
Name of Person Signing

Signature

July 29, 1999  
Date

Total number of pages comprising cover sheet: 1

0509060.01

## ASSIGNMENT OF MARK

In consideration for One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mohammad Osman Rashid, an individual (the Assignor), hereby transfers, sells, and assigns to Digital River, Inc., a Minnesota corporation (the Assignee), and its successors and assigns, all of the Assignor's right, title, and interest in and to the service mark "EBOT," an application for the registration of which was filed in the United States Office of Patents and Trademarks on November 2, 1998, and assigned Serial No. 75/572,220 (the Mark), together with all of the goodwill associated with the Mark. The transfer provided for in this Assignment is made with the Assignee as the successor to all of the business of the Assignor to which the Mark pertains; the transfer of which business is provided for in that certain Asset Purchase Agreement.

The transfer provided for in this Assignment shall include an assignment of all of the Assignor's right, title, and interest in and to any and all registrations and/or applications for the registration of the Mark with any state or federal authority, and shall be further deemed to include the right to sue for and collect damages for any past, present, or future infringement of the Mark.

Upon the request of the Assignee, the Assignor shall take such actions and execute such documents and instruments as may be required in order for the Assignee to perfect, protect, enforce, transfer, or register the Mark.

The Assignor represents and warrants that: (a) he is the exclusive owner of the Mark; (b) the Mark is not subject to any liens, claims, charges, encumbrances, security interests, or restrictions of any kind whatsoever; (c) the Assignor has the right and authority to enter into this Assignment without receiving the consent or approval of any other person or organization, and (d) this Assignment shall be binding upon and fully enforceable against the Assignor.

This Assignment shall be governed by the laws of the State of Minnesota. For the purpose of resolving conflicts related to or arising out of this Assignment, the parties expressly

agree that venue shall be in the State of Minnesota only, and, in addition, the parties hereby consent to the jurisdiction of the federal and state courts in the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the 29 day of July, 1999.

THE ASSIGNOR:

M. Osman Rashid  
Mohammad Osman Rashid

THE ASSIGNEE:

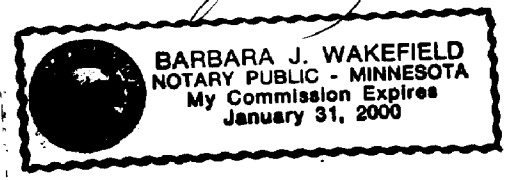
Digital River, Inc.

By: Gregory R. Smith  
Its: Vice President Finance

STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 29 day of July 1999, by Mohammad Osman Rashid.

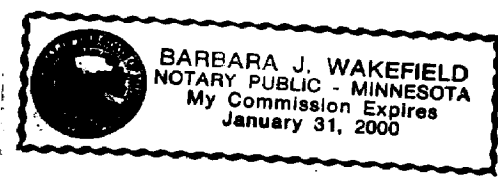
Barbara J. Wakefield  
Notary Public



STATE OF MINNESOTA  
SS.  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 29 day of July, 1999, by Gregory R. Smith, the VP Finance of Digital River, Inc., a Minnesota corporation, on behalf of the corporation.

Barbara J. Wakefield  
Notary Public



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