

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network Commerce, Inc.		12/28/2001	CORPORATION: WASHINGTON

RECEIVING PARTY DATA	
Name:	Digital River, Inc.
Street Address:	9625 West 76th Street
City:	Eden Prairie
State/Country:	MINNESOTA
Postal Code:	55344
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2153259	INTERNET MALL

CORRESPONDENCE DATA	
Fax Number:	(952)896-1537
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	952-896-3309
Email:	cquinn@larkinhoffman.com
Correspondent Name:	James P. Quinn
Address Line 1:	1500 Wells Fargo Plaza
Address Line 2:	7900 Xerxes Avenue South
Address Line 4:	Bloomington, MINNESOTA 55431

ATTORNEY DOCKET NUMBER:	20717-00
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NAME OF SUBMITTER:	Cathryn J. Quinn
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Total Attachments: 3 source=internetmall#page1.tif source=internetmall1#page1.tif source=internetmall2#page1.tif

OP \$40.00 2153259

BILL OF SALE

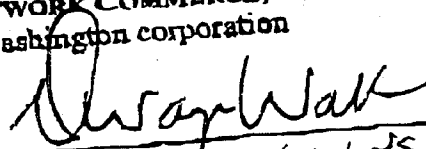
Subject and pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof by and among NETWORK COMMERCE, INC., a Washington corporation, FREEMERCHANT.COM, INC., a Delaware corporation (collectively, "Seller"), and DIGITAL RIVER, INC., a Delaware corporation ("Buyer"), for good and valuable consideration provided to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys and assigns to Buyer all right, title and interest of Seller in and to the Customer Assets (as defined in the Purchase Agreement), free and clear of all liens, security interests, claims or other restrictions, limitations and encumbrances except for the Assumed Liabilities (as defined in the Purchase Agreement).

This Bill of Sale is made and delivered in accordance with, and is subject to, all of the representations, warranties and covenants set forth in the Purchase Agreement.

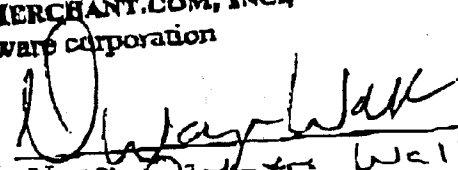
Seller shall, at Buyer's request, execute and deliver such further instruments of sale, assignment and transfer and take such further actions as Buyer may reasonably request in order to vest in Buyer title to the Customer Assets.

Dated: December __, 2001

NETWORK COMMERCE, INC.,
a Washington corporation

By: 
Name: Dwight Walker
Title: CEO

FREEMERCHANT.COM, INC.,
a Delaware corporation

By: 
Name: Dwight Walker
Title: President / CEO

DIGITAL RIVER, INC.,
a Delaware corporation

By: _____
Name:
Title:

BILL OF SALE

Subject and pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of the date hereof by and among NETWORK COMMERCE, INC., a Washington corporation, FREEMERCHANT.COM, INC., a Delaware corporation (collectively, "Seller"), and DIGITAL RIVER, INC., a Delaware corporation ("Buyer"), for good and valuable consideration provided to Seller, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, transfers, conveys and assigns to Buyer all right, title and interest of Seller in and to the Customer Assets (as defined in the Purchase Agreement), free and clear of all liens, security interests, claims or other restrictions, limitations and encumbrances except for the Assumed Liabilities (as defined in the Purchase Agreement).

This Bill of Sale is made and delivered in accordance with, and is subject to, all of the representations, warranties and covenants set forth in the Purchase Agreement.

Seller shall, at Buyer's request, execute and deliver such further instruments of sale, assignment and transfer and take such further actions as Buyer may reasonably request in order to vest in Buyer title to the Customer Assets.

Dated: December 28, 2001

NETWORK COMMERCE, INC.,
a Washington corporation

By: _____
Name:
Title:

FREEMERCHANT.COM, INC.,
a Delaware corporation

By: _____
Name:
Title:

DIGITAL RIVER, INC.,
a Delaware corporation

By: Robert E. Strauman
Name: Robert E. Strauman
Title: CEO

ii) F

(e) The following trademarks and all rights therein and all goodwill associated therewith are also part of the "Customer Assets":

i)

ii) Internet Mall Class 35 Reg. No. 2,153,259