

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Innuity Acquisition Corp.		03/19/2002	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digital River, Inc.		
<b>Street Address:</b>	9625 West 76th Street		
<b>City:</b>	Eden Prairie		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55344		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75924120	CCNOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)233-1317		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	sdempster@noakspa.com		
<b>Correspondent Name:</b>	Shawn Dempster		
<b>Address Line 1:</b>	45 Island Road		
<b>Address Line 4:</b>	North Oaks, MINNESOTA 55127		
<b>ATTORNEY DOCKET NUMBER:</b>	D33-206-01-US		
<b>NAME OF SUBMITTER:</b>	Shawn B Dempster		
<b>Signature:</b>	/Shawn B Dempster/		
<b>Date:</b>	04/23/2008		

OP \$40.00 75924120

Total Attachments: 3

**900104872**

**TRADEMARK  
 REEL: 003764 FRAME: 0971**

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source=20020319 Assignment of Trademark for CCNow (RAS2807)#page3.tif

## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS made as of the 19th day of March, 2002, by Innuity Acquisition Corp., a Delaware corporation with its principal place of business at 1300 Godward Street NE, Suite 5000, Minneapolis, MN 55413 ("Assignor"), to Digital River, Inc., a Delaware corporation with its principal place of business at 9625 West 76<sup>th</sup> Street, Suite 150, Eden Prairie, MN 55344 ("Assignee").

### RECITAL

Assignee and Assignor are parties to an Asset Purchase Agreement dated as of March 19, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Agreement), including without limitation the servicemarks, trademarks and trade names of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's registered and unregistered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks").

NOW, THEREFORE, Assignor, for and in exchange for the payment of the purchase price set forth in the Agreement, the receipt of which is hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of California without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

INNUIITY ACQUISITION CORP.

By: [Signature]  
Name: JOHN R. DENNIS  
Title: CEO

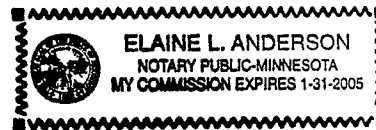
State of MINNESOTA )  
County of HENNEPIN ) ss.:

On this 19<sup>TH</sup> day of MARCH, 2002, before me, ELAINE L. ANDERSON, personally appeared CEO of [Signature], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]  
Notary Public

INNUIITY ACQUISITION CORP



SCHEDULE A

1. **Registered Servicemarks and Trademarks**

Servicemark or Trademark U.S. or Canadian Registration No. Registration Date

Trademark: CCNow      75924120      February 22, 2000

2. **Unregistered Servicemarks and Trademarks**

None

3. **Pending Servicemark or Trademark Applications**

Servicemark or Trademark Application Number      Application Date

None

4. **Trade Names**

None