

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/31/2010		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Student and Teacher Superstore, L.P., a Texas limited partnership		12/06/2010
			Entity Type LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	JEM Acquisition Corp.		
Street Address:	9625 West 76th Street		
City:	Eden Prairie		
State/Country:	MINNESOTA		
Postal Code:	55344		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
	Property Type	Number	Word Mark
	Registration Number:	2473254	GRADWARE
	Registration Number:	2505980	PLUSPOINTS
CORRESPONDENCE DATA			
Fax Number:	(612)233-1317		
Phone:	6128501688		
Email:	fax@noakspa.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	North Oaks Patent Agency		
Address Line 1:	45 Island Road		
Address Line 4:	North Oaks, MINNESOTA 55127		
ATTORNEY DOCKET NUMBER:	D33-270-01-US		
NAME OF SUBMITTER:	Shawn B Dempster		

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REEL: 004663 FRAME: 0553

Signature:	/Shawn B Dempster/
Date:	11/18/2011
Total Attachments: 1 source=101206 TM Assignment -Student and Teacher Superstore LP Signed#page1.tif	

ASSIGNMENT

On September 1, 2010, Journey Education Marketing, Inc., a Texas corporation ("*JEM*"), , having offices located at 13755 Hutton Drive, Suite 500, Dallas, Texas 75234, its affiliated company Student and Teacher Superstore, L.P., a Texas limited partnership ("*SATS*"), its other affiliated companies, and its shareholders, entered into an asset purchase agreement (the "*Agreement*") with JEM Acquisition Corp. (the "*Purchaser*") and its parent company, Digital River, Inc. ("*Digital River*"), both Delaware corporations having a place of business at 9625 West 76th Street, Eden Prairie, MN 55344. The *Agreement* had an effective date of August 31, 2010.

Based upon the *Agreement*, *SATS* hereby irrevocably assigns to *Purchaser*, *nunc pro tunc* and effective August 31, 2010, the entire worldwide right, title and interest in the U.S. and foreign trademark applications (collectively the "*Trademarks*") identified as:

Full Mark	Application Number	Application Date	Registration Number
Gradware	75/937,396	3/6/2000	2,473,254
Pluspoints	75/937,398	3/6/2000	2,505,980

Such right, title and interest in the *Trademarks*, includes, without limitation:

- (i) the rights and privileges of based on usage of the *Trademarks*, together with the good will of the business symbolized by the *Trademarks*, and any registrations that may be granted by the United States or any other jurisdiction, including any logo or design incorporating or using any of the words or designs comprising the *Trademarks*;
- (ii) the rights to file applications for registration, to be granted registrations, and to claim priority to any previously filed applications or registrations for the *Trademarks* in all jurisdictions;
- (iii) the rights to income, royalties, damages, and payments now or hereafter due or payable for use of any of the *Trademarks*; and
- (iv) the right to sue, counterclaim, and recover for applicable past, present and future infringement of any of the *Trademarks*.

SATS, on behalf of itself, its successors, assigns, or other legal representatives, covenants and agrees to execute, without additional consideration, but at the expense of Digital River, such further documents deemed necessary by Digital River or its affiliates to secure, protect, enforce, and record such *Trademarks* in any and all jurisdictions.

December 6, 2010
Date

Michael F. [redacted], CEO
 Student and Teacher Superstore, L.P.