

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651003

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Digital River, Inc.		06/01/2021	Corporation: DELAWARE
Digital River Marketing Solutions, Inc.		06/01/2021	Corporation: DELAWARE
DR APAC, LLC		06/01/2021	Limited Liability Company: MINNESOTA
DR globalTech, Inc.		06/01/2021	Corporation: DELAWARE
DR MyCommerce, Inc.		06/01/2021	Corporation: DELAWARE
Danube Private Holdings II, LLC		06/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Cerberus Business Finance Agency, LLC, as the Collateral Agent
Street Address:	875 Third Avenue
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	76415328	DIGITAL RIVER
Serial Number:	75828914	ELEMENT 5
Serial Number:	76300527	REGNOW
Serial Number:	75828912	SHAREIT!
Serial Number:	78002413	ESELLERATE
Serial Number:	78002412	ESELLERATE
Serial Number:	78117617	DIRECTTRACK
Serial Number:	76036777	DIRECTLEADS
Serial Number:	75924120	CCNOW
Serial Number:	77920533	TRANSACTION DEFENDER
Serial Number:	85028775	MYCOMMERCE
Serial Number:	86233241	DIGITAL RIVER COMMERCE BUSINESS INFRASTR

CH \$490.00 76415328

Property Type	Number	Word Mark
Serial Number:	86234042	SMARTCHANNEL
Serial Number:	86347502	MY COMMERCE A DIGITAL RIVER COMPANY
Serial Number:	76043291	LML PAYMENT SYSTEMS
Serial Number:	87017720	COMMERCE OF THINGS
Serial Number:	87070342	GLOBAL COMMERCE MTX
Serial Number:	87603250	DIGITAL RIVER
Serial Number:	88619316	ONSHORE ADVANTAGE

CORRESPONDENCE DATA

Fax Number: 2125935955

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: 2127562132

Email: scott.kareff@srz.com

Correspondent Name: S. KAREFF C/O SCHULTE ROTH & ZABEL LLP

Address Line 1: 919 THIRD AVENUE

Address Line 2: 25TH FLOOR

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-2052
NAME OF SUBMITTER:	SCOTT KAREFF (014951-2052)
SIGNATURE:	/rr for sk/
DATE SIGNED:	06/01/2021

Total Attachments: 8

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GRANT OF SECURITY INTEREST
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, each signatory hereto (each a "Grantor" and collectively, the "Grantors"), on this 1st day of June, 2021, hereby pledges and grants to CERBERUS BUSINESS FINANCE AGENCY, LLC, as Collateral Agent (the "Grantee"), 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 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 GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Obligations" of the Grantor, as such term is defined in the Guarantee and Collateral Agreement made by the Grantor and the other grantors from time to time party thereto in favor of the Grantee, dated as of June 1, 2021 (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.


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.

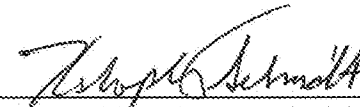
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

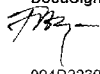
DIGITAL RIVER, INC.

By: 
Name: Kristopher T. Schmidt
Title: Chief Administrative Officer

DIGITAL RIVER MARKETING SOLUTIONS, INC.
DR APAC, LLC
DR GLOBALTECH, INC.
DR MYCOMMERCE, INC.


By: 
Name: Kristopher T. Schmidt
Title: Secretary

DANUBE PRIVATE HOLDINGS II, LLC

DocuSigned by:

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By: _____
Name: Pete Berger
Title: Authorized Signatory

CERBERUS BUSINESS FINANCE AGENCY,
LLC,
as Collateral Agent, as Grantee

By: 
Name: Daniel E. Wolf
Title: Senior Managing Director

SCHEDULE A

TRADEMARKS

B&A FILE NUMBER	APPLICATION NUMBER	DATE FILED	MATTER TYPE	STATUS	REGISTRATION NUMBER
1142.129UST1	76415328	Jun 7, 2002	Trademark	Registered	2755524
1142.129NZT1	702538	Oct 2, 2003	Trademark	Registered	702538
1142.129BRT1	828951896	Jan 26, 2007	Trademark	Registered	828951896
1142.129CAT1	1065074	Jun 27, 2000	Trademark	Registered	TMA573065
1142.129CLT1	823457	Jun 6, 2008	Trademark	Registered	839693
1142.129EUT1	001761345	Jul 17, 2000	Trademark	Registered	001761345
1142.129NZT2	702539	Oct 2, 2003	Trademark	Registered	702539
1142.129NZT3	702540	Oct 2, 2003	Trademark	Registered	702540
1142.130EUT1	001762822	Jul 18, 2000	Trademark	Registered	001762822
1142.131UST1	75828914	Oct 21, 1999	Trademark	Registered	2646324
1142.133EUT1	001349166	Oct 18, 1999	Trademark	Registered	001349166
1142.135UST1	76300527	Aug 16, 2001	Trademark	Registered	2607393
1142.136UST1	75828912	Oct 21, 1999	Trademark	Registered	2652279
1142.136EUT1	001349182	Oct 18, 1999	Trademark	Registered	001349182
1142.141UST1	78002413	Apr 4, 2000	Trademark	Registered	2677977
1142.142UST1	78002412	Apr 4, 2000	Trademark	Registered	2677976
1142.147UST1	78117617	Mar 26, 2002	Trademark	Registered	2695854
1142.149UST1	76036777	May 1, 2000	Trademark	Registered	2521923
1142.151UST1	75924120	Feb 22, 2000	Trademark	Registered	2569076
1142.157UST1	77920533	Jan 26, 2010	Trademark	Registered	3847475
1142.131IB1	768367	Aug 31, 2001	Trademark	Registered	768367
1142.179UST1	85028775	May 3, 2010	Trademark	Registered	4296934
1142.179IB1	A0036175	Jun 4, 2013	Trademark	Registered	1166636
1142.179AUIB		Jun 4, 2013	Trademark	Registered	1166636
1142.179TRIB		Jun 4, 2013	Trademark	Registered	1166636
1142.189EUT1	012563862	Feb 5, 2014	Trademark	Registered	012563862
1142.188UST1	86233241	Mar 26, 2014	Trademark	Registered	4882223
1142.187UST1	86234042	Mar 27, 2014	Trademark	Registered	4730286
1142.131EUT2	001349208	Oct 18, 1999	Trademark	Registered	001349208
1142.189UST1	86347502	Jul 24, 2014	Trademark	Registered	4942082
1142.189INT1	2782610	Jul 28, 2014	Trademark	Published	
1142.189IB1	A0044046	Jul 25, 2014	Trademark	Registered	1234774
1142.189JPIB	A0044046	Jul 25, 2014	Trademark	Registered	1234774
1142.189RUIB		Jul 25, 2014	Trademark	Registered	1234774
1142.189TRIB	A0044046	Jul 25, 2014	Trademark	Registered	1234774
1142.199UST1	76043291	May 5, 2000	Trademark	Registered	2632606

1142.194UST2	87017720	Apr 28, 2016	Trademark	Registered	5095364
1142.225UST1	87070342	Jun 14, 2016	Trademark	Registered	5102290
1142.129IB1	A0068376	Jul 11, 2017	Trademark	Registered	1364147
1142.233AUIB		Sep 15, 2017	Trademark	Registered	1370759
1142.129EUIB		Jul 9, 2017	Trademark	Registered	1364147
1142.129JPIB		Jul 11, 2017	Trademark	Registered	1364147
1142.129NOIB		Jul 11, 2017	Trademark	Registered	1364147
1142.129KRIB		Jul 11, 2017	Trademark	Registered	1364147
1142.129RUIB		Jul 11, 2017	Trademark	Registered	1364147
1142.129SGIB	40201717546X	Jul 11, 2017	Trademark	Registered	1364147
1142.129GBIB		Jul 11, 2017	Trademark	Registered	1364147
1142.231BRT1	913020133	Jul 12, 2017	Trademark	Registered	913020133
1142.232BRT1	913020265	Jul 12, 2017	Trademark	Registered	913020265
1142.234BRT1	913020044	Jul 12, 2017	Trademark	Registered	913020044
1142.233BRT1	913020486	Jul 12, 2017	Trademark	Registered	913020486
1142.233UST1	87603250	Sep 11, 2017	Trademark	Registered	5458068
1142.233CAT1	1859720	Sep 27, 2017	Trademark	Pending	
1142.233CLT1	1268619	Oct 4, 2017	Trademark	Registered	1278899
1142.233IB1	A0069947	Sep 15, 2017	Trademark	Registered	1370759
1142.129TWT1	107000960	Sep 16, 2018	Trademark	Registered	01940772
1142.129AUIB	1871409	Jul 11, 2017	Trademark	Registered	1364147
1142.233SGIB	20184025124447R		Trademark	Registered	1370759
1142.233JPIB	2017363853		Trademark	Registered	1370759
1142.129CNIB		Jul 11, 2017	Trademark	Registered	1364147
1142.233NOIB	201713748	Sep 15, 2017	Trademark	Registered	1370759
1142.233CNIB		Sep 15, 2017	Trademark	Registered	1370759
1142.233EUIB		Sep 15, 2017	Trademark	Registered	1370759
1142.233KRIB	852018004189095	Sep 15, 2017	Trademark	Registered	1370759
1142.239UST1	88619316	Sep 17, 2019	Trademark	Allowed	

Licenses

None.

