

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM651170

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		06/01/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Digital River Marketing Solutions, Inc.
Street Address:	10380 Bren Road West
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	Corporation: DELAWARE
Name:	Digital River, Inc.
Street Address:	10380 Bren Road West
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	Corporation: DELAWARE
Name:	DR MyCommerce, Inc.
Street Address:	10380 Bren Road West
City:	Minnetonka
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78351046	BID DIRECTOR
Serial Number:	74611914	DIGITAL RIVER
Serial Number:	76415328	DIGITAL RIVER
Serial Number:	76300527	REGNOW
Serial Number:	76050470	SWREG
Serial Number:	78002413	ESELLERATE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	78002412	ESELLERATE
Serial Number:	78117617	DIRECTTRACK
Serial Number:	76036777	DIRECTLEADS
Serial Number:	77460795	REG NET
Serial Number:	77627692	DIGITAL RIVER
Serial Number:	77627696	DIGITAL RIVER
Serial Number:	77920533	TRANSACTION DEFENDER
Serial Number:	77922154	GLOBALCITY
Serial Number:	85028775	MYCOMMERCE
Serial Number:	86234042	SMARTCHANNEL
Serial Number:	86233241	DIGITAL RIVER COMMERCE BUSINESS INFRASTR
Serial Number:	86347502	MY COMMERCE A DIGITAL RIVER COMPANY
Serial Number:	85224940	TRANSPARENT COMMERCE
Serial Number:	86426968	CONTEXTUAL COMMERCE
Serial Number:	86426972	COMMERCE OF THINGS
Serial Number:	77559094	BITPASS
Serial Number:	77460064	REGSOFT
Serial Number:	78224340	KEYWORDMAX
Serial Number:	85235625	MARKET FORCE

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:	06/02/2021

Total Attachments: 4
source=Digital River - 2L Trademark Release Agreement - Cortland#page1.tif
source=Digital River - 2L Trademark Release Agreement - Cortland#page2.tif
source=Digital River - 2L Trademark Release Agreement - Cortland#page3.tif
source=Digital River - 2L Trademark Release Agreement - Cortland#page4.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Termination"), is dated as of June 1, 2021, and made by CORTLAND CAPITAL MARKET SERVICES LLC, in its capacity as Collateral Agent (as defined in the Second Lien Grant of Security Interest in Trademarks (as hereinafter defined)) ("Grantee") to the entities listed on Annex I (the "Grantors").

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement dated as of February 12, 2015 made by Grantors in favor of Grantee (the "Guarantee and Collateral Agreement"), a security interest was granted by the Grantors to Grantee in certain Collateral (as defined in the Guarantee and Collateral Agreement), including the Trademarks of the Grantors (as defined in the Guarantee and Collateral Agreement);

WHEREAS, the Grantors and Grantee entered into that certain Second Lien Grant of Security Interest in Trademarks (the "Trademark Security Agreement"), dated as of February 12, 2015, pursuant to which the Grantors granted to the Grantee a security interest in all of each Grantor's Trademarks (as defined in the Guarantee and Collateral Agreement), including those set forth on the attached Schedule A;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 12, 2015, at Reel 5459 and Frame 0201; and

WHEREAS, Grantee now desires to terminate and release the security interest in the collateral set forth on Schedule A hereto under the Trademark Security Agreement;

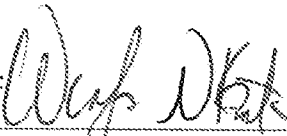
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

Release of Security Interest. Grantee, on its own behalf and on behalf of the other Lenders (as defined in the Guarantee and Collateral Agreement), hereby terminates, releases and discharges the security interest in the Collateral set forth on Schedule A hereto and reassigns to the person or persons legally entitled thereto all right, title and interest of Grantee in the Collateral set forth on Schedule A hereto.

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IN WITNESS WHEREOF, the Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

CORTLAND CAPITAL MARKET SERVICES
LLC, as Collateral Agent

By: 
Name: Wynalynn N. Kantaris
Title: Associate General Counsel

{Signature Page to Termination and Release of Trademark Security Agreement}

TRADEMARK
REEL: 007313 FRAME: 0250

ANNEX I

GRANTORS

1. Digital River Marketing Solutions, Inc.
2. Digital River, Inc.
3. DR MyCommerce, Inc.

SCHEDULE A

I. TRADEMARKS

B & A File No.	Application No.	Mark	Grantor
1142.123UST1	78/351,046	Bid Director	Digital River Marketing Solutions, Inc.
1142.128UST1	74/611,914	Digital River	Digital River, Inc.
1142.129UST1	76/415,328	Digital River	Digital River, Inc.
1142.135UST1	76/300,527	REGNOW	DR MyCommerce, Inc.
1142.138UST1	76/050,470	SWREG	DR MyCommerce, Inc.
1142.141UST1	78/002,413	ESELLERATE	DR MyCommerce, Inc.
1142.142UST1	78/002,412	ESELLERATE	DR MyCommerce, Inc.
1142.147UST1	78/117,617	DIRECTTRACK	Digital River Marketing Solutions, Inc.
1142.149UST1	76/036,777	DIRECTLEADS	Digital River Marketing Solutions, Inc.
1142.153UST1	77/460,795	REG NET	DR MyCommerce, Inc.
1142.154UST1	77/627,692	DIGITAL RIVER AND DESIGN	Digital River, Inc.
1142.155UST1	77/627,696	DIGITAL RIVER & DESIGN	Digital River, Inc.
1142.157UST1	77/920,533	TRANSACTION DEFENDER	Digital River, Inc.
1142.159UST1	77/922,154	GLOBALCITY	Digital River, Inc.
1142.179UST1	85/028,775	MYCOMMERCE	DR MyCommerce, Inc.
1142.187UST1	86/234,042	SMARTCHANNEL	Digital River, Inc.
1142.188UST1	86/233,241	DIGITAL RIVER COMMERCE BUSINESS INFRASTRUCTURE	Digital River, Inc.
1142.189UST1	86/347,502	MY COMMERCE A DIGITAL RIVER COMPANY & Design	DR MyCommerce, Inc.
1142.196UST1	85224940	TRANSPARENT COMMERCE	Digital River, Inc.
1142.193UST1	86/426968	CONTEXTUAL COMMERCE	Digital River, Inc.
1142.194UST1	86/426972	COMMERCE OF THINGS	Digital River, Inc.
	77559094	BITPASS	DR MyCommerce, Inc.
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1142.195UST1	85235625	MARKET FORCE	Digital River, Inc.