

02-28-2003



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): George Washington University
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[] Other: Congressionally chartered nonprofit
Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies)
Name: Bb Acquisition Corporation
Internal Address: 5th Floor
Street Address: 1899 L Street, NW
City: Washington State: DC Zip: 20036
[] Individual(s) citizenship
[] Association
[] General Partnership
[] Limited Partnership
[] Corporation-State: Delaware
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [] No

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[] Other
Execution Date: 1/11/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,067,259
Additional number(s) attached [] Yes [] No

B. Trademark Registration No.(s) 2,067,259

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Peter J. Riebling
Internal Address: Arter & Hadden LLP
Suite 300L
Street Address: 1801 K Street, NW
City: Washington State: DC Zip: 20006-1304

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41): \$ 40.00
[] Enclosed
[] Authorized to be charged to deposit account
8. Deposit account number: 01-2520

DO NOT USE THIS SPACE

9. Signature: Peter J. Riebling (Signature) 2-25-03 (Date)
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

02/27/2003 6TOM11 00000171 012520 2067259
01 FC:8021 40.00 CH

TRADEMARK REEL: 002680 FRAME: 0390

Exccution Copy

INTELLECTUAL PROPERTY ASSIGNMENT

This Agreement is entered into as of the 11th day of January, 2002, by and between Blackboard Inc., a Delaware corporation (the "Buyer"), and The George Washington University, a congressionally chartered nonprofit corporation (the "Seller").

WHEREAS, Seller and Buyer (along with Buyer's parent, Blackboard Inc.) entered into a Purchase Agreement (the "Purchase Agreement") dated December 28, 2001 pursuant to which Seller has agreed to sell and Buyer has agreed to buy substantially all of the assets of and certain of the liabilities of Prometheus, a division of Seller (the "Division"), including the Division's Intellectual Property. Unless otherwise provided herein, all capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

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WHEREAS, the parties desire to memorialize in writing their agreement with respect to the assignment to Buyer of all of Seller's right, title, and interest in and to the Seller Intellectual Property and goodwill relating to the Seller Intellectual Property.

and therefore, in consideration of the foregoing, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I
ASSIGNMENT

Conveyance of Rights. Seller hereby transfers, grants, conveys, assigns, and conveys exclusively to the Buyer, its successors and assigns, all of Seller's right, title and interest in and to the Seller Intellectual Property, in perpetuity (or for the longest period of time permitted by law), specifically including, without limitation, the registered and unregistered trademarks and service marks and copyright registrations set forth on Schedule A attached hereto, together with all goodwill of the business associated therewith.

Other Assurances. Seller shall execute and deliver, from time to time after the date requested of the buyer, such further conveyance instruments, and take such further actions as may be necessary or desirable to evidence more fully the transfer of ownership of all Seller Intellectual Property to the buyer, or the original ownership of all the Seller Intellectual Property to the Buyer, to the fullest extent possible. Seller therefore agrees to: (i) execute and deliver any affidavits or documents of assignment and conveyance of Seller Intellectual Property, (ii) provide testimony in connection with any litigation involving the right, title, interest, or benefit of the Buyer and to the Seller Intellectual Property, and (iii) perform any other acts deemed necessary to carry out the intent of this Agreement and the Purchase Agreement.

Acknowledgement of Rights. In furtherance of this Agreement, Seller hereby

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acknowledges that, from this date forward, the Buyer has succeeded to all of Seller's right, title and standing to (i) receive all rights and benefits pertaining to the Seller Intellectual Property, (ii) institute and prosecute all suits and proceedings and take all actions that the Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Seller Intellectual Property, and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, interests, and benefits, and do all other such acts and things in relation thereto as the Buyer, in its sole discretion, deems advisable.

1.4 Return of Materials. Seller shall immediately surrender to the Buyer all materials and work product in Seller's possession or within Seller's control (including all copies thereof) relating to the Seller Intellectual Property.

1.5 Power of Attorney. To effectuate the terms of this Article 1, Seller hereby names and irrevocably constitutes and appoints the Buyer, with the full power of substitution therein, as Seller's true and lawful attorney-in-fact to exercise the rights assigned hereby.

ARTICLE II GENERAL PROVISIONS

2.1 Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of this Agreement by the other party or a waiver of a breach of another provision of this Agreement by the same party. No waiver or modification of any provision of this Agreement shall be valid unless in writing and duly executed by the party charged with the waiver or modification.

2.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

2.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.4 No Presumption. The fact that counsel for one party drafted this Agreement shall create no presumptions and specifically shall not cause this Agreement or any part of it to be construed against any party as the drafter.

2.5 Integration. As it may be amended from time to time, this Agreement and the attached exhibits contain the complete agreement concerning the arrangement between Seller and Buyer regarding its subject matter and supersedes all other similar agreements or arrangements between the parties, whether oral or written, consistent or inconsistent, with this Agreement.

[Signature Page Follows]

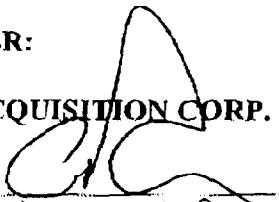
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WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property
to be duly executed and delivered on the date first written above.

BUYER:

Bb ACQUISITION CORP.

By: 
Name: Andrew H. Rosen
Title: Secretary

SELLER:

The GEORGE WASHINGTON UNIVERSITY

By: _____
Name:
Title:

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IN WITNESS WHEREOF, Seller and Buyer have caused this Intellectual Property
Assignment to be duly executed and delivered on the date first written above.

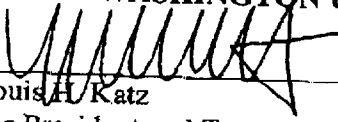
BUYER:

Bb ACQUISITION CORP.,

By: _____
Name:
Title:

SELLER:

THE GEORGE WASHINGTON UNIVERSITY

By: 
Name: Louis H. Katz
Title: Vice President and Treasurer

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SCHEDULE A INTELLECTUAL PROPERTY ASSIGNMENT

Trademarks:

Mark	<u>Registration/Serial Number</u>
Prometheus	2,067,259
Prometheus with swirl design substituted for the "o"	Unregistered

Registered Copyrighted Works:

Mark	<u>Registration Number</u>
Prometheus Computer Software	Txu-895-029

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