

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blackboard Inc.		02/28/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch, as Administrative Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Swiss bank:

PROPERTY NUMBERS Total: 37

Property Type	Number	Word Mark
Registration Number:	2842368	BB
Registration Number:	2862053	BB
Registration Number:	2747013	BB
Registration Number:	2710644	BB
Registration Number:	2291981	BB
Registration Number:	2732874	BB
Registration Number:	2719628	BB BLACKBOARD
Registration Number:	2816404	BEHIND THE BLACKBOARD
Registration Number:	2771343	BEHIND THE BLACKBOARD
Registration Number:	2816403	BEHIND THE BLACKBOARD
Registration Number:	2806365	BEHIND THE BLACKBOARD
Registration Number:	2747014	BLACKBOARD
Registration Number:	2816405	BLACKBOARD
Registration Number:	2781592	BLACKBOARD

OP \$940.00 2842368

Registration Number:	2892549	BLACKBOARD
Registration Number:	2814639	BLACKBOARD
Registration Number:	2822464	BLACKBOARD
Registration Number:	2315293	BLACKBOARD
Registration Number:	2729998	BLACKBOARD
Registration Number:	2590661	BLACKBOARD
Serial Number:	78607091	BLACKBOARD BACKPACK
Registration Number:	2894256	BLACKBOARD BUILDING BLOCKS
Registration Number:	2894257	BLACKBOARD BUILDING BLOCKS
Registration Number:	2775121	BLACKBOARD BUILDING BLOCKS
Registration Number:	2709743	BLACKBOARD RESOURCE CENTER
Registration Number:	2572671	BLACKBOARD.COM
Registration Number:	2619398	BRINGING EDUCATION ONLINE
Registration Number:	1104532	COLLEGE SERVICE
Registration Number:	2011820	COLLEGETOWN
Registration Number:	2682541	COURSE CARTRIDGE
Registration Number:	2521360	COURSESITE
Registration Number:	2469112	MY BLACKBOARD
Registration Number:	2607928	POWERED BY BB BLACKBOARD WWW.BLACKBOARD.COM
Registration Number:	2816498	POWERED BY BLACKBOARD
Registration Number:	2067259	PROMETHEUS
Serial Number:	78715466	SCHOLAR
Registration Number:	1263461	THE ELECTRIC BLACKBOARD

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	029032-0015
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/

Date:

03/10/2006

Total Attachments: 19

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of February 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("CS") as administrative agent (in such capacity and together with its successors, the "Administrative Agent") and as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of February 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Blackboard Inc. a Delaware corporation (the "Borrower"), the Lenders party thereto, CREDIT SUISSE, as sole bookrunner and sole lead arranger (in such capacity, the "Arranger"), CREDIT SUISSE, as syndication agent (in such capacity, the "Syndication Agent"), and CREDIT SUISSE, as documentation agent (in such capacity and together with its successors, the "Documentation Agent") and (ii) the other Secured Parties (as hereinafter defined).

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to (i) finance, in part, the Acquisition, (ii) pay fees and expenses incurred in connection with the Acquisition Transactions and (iii) provide ongoing working capital and for other general corporate purposes of the Borrower;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of February 28, 2006 (the "Guarantee and Collateral Agreement") between the Grantors and the other grantors party thereto and the Collateral Agent to the Collateral Agent for the ratable benefit of the Secured Parties; and

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent & Trademark Office;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Arranger, the Administrative Agent, the Collateral Agent, the Syndication Agent, the Documentation Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, all common law rights related thereto, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements explicitly providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto, other than any Grantor's contracts with its customers entered into in the ordinary course of business (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and

(g) all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto.

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

SECTION 3. Precedence. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the

Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

SECTION 4. Recordation. Each Grantor authorizes and requests that the United States Patent & Trademark Office and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee & Collateral Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

SECTION 6. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Trademark Security Agreement shall terminate and the Collateral Agent (at the Grantors' expense) shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by any Grantor as shall be necessary to evidence termination of all such security interests given by the Grantors to the Collateral Agent, for the benefit of the Secured Parties, hereunder, including cancellation of this Trademark Security Agreement by written notice from the Collateral Agent to the United States Patent & Trademark Office.

SECTION 7. General

(a) **Applicable Law.** This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

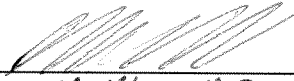
(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

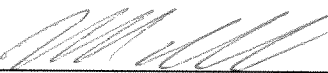
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IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

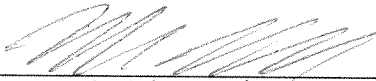
BLACKBOARD INC.

By: 
Name: *Matthew H. Small*
Title: *Senior Vice President, General Counsel and Secretary*

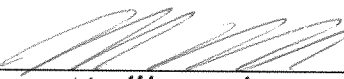
BLACKBOARD ACQUISITION COMPANY, LLC

By: 
Name: *Matthew H. Small*
Title: *Manager*

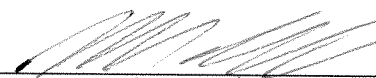
Bb ACQUISITION CORP.

By: 
Name: *Matthew H. Small*
Title: *President and Secretary*

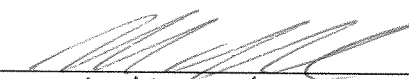
BLACKBOARD INTERNATIONAL HOLDINGS INC.

By: 
Name: *Matthew H. Small*
Title: *President and Secretary*

BLACKBOARD TENNESSEE LLC

By: 
Name: *Matthew H. Small*
Title: *Manager*


COLLEGE ACQUISITION SUB, INC.

By: 
Name: *Matthew H. Small*
Title: *President and Secretary*


[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003265 FRAME: 0146


BLACKBOARD iCOLLEGE, INC.

By: 
Name: *Matthew H. Small*
Title: *President and Secretary*


BLACKBOARD CORP. (DE)

By: 
Name: *Matthew H. Small*
Title: *President and Secretary*

Bb MANAGEMENT LLC

By: 
Name: *Matthew H. Small*
Title: *Manager*

BLACKBOARD CAMPUSWIDE OF TEXAS, INC.

By: 
Name: *Matthew H. Small*
Title: *President, Secretary and Treasurer*

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003265 FRAME: 0147

ACKNOWLEDGMENT OF GRANTORS

STATE OF District of C
COUNTY OF Columbia) ss.

On this 27 day of February, 20__ before me personally appeared Matthew H. Small, and _____ proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kelly O'Connell

Notary Public

{seal}

My Commission Expires 12/14/08

[SIGNATURES CONTINUED ON NEXT PAGE]

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003265 FRAME: 0148

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS
AND TRADEMARK LICENSES







1. See attached Table A for list of Blackboard, Inc. marks
2. WebCT, Inc.

Mark	Jurisdiction	Class	Status	App./Reg. No.
WEBCT	Australia	9	Registered	890,679
WEBCT.COM GETTING SMARTER ALL THE TIME ¹	Australia	9, 41	Registered	851,845
WEBCT	Brazil	9	Pending	824093593
WEBCT	Canada	9	Registered	563,079
WEBCT	China	9	Registered	3,024,959
WEBCT	Colombia	9	Registered	258,750
WEBCT	European Community	9, 41	Registered	1,545,417
WEBCT.COM ²	European Community	9, 41	Registered	1,545,888
WEBCT	Japan	9	Registered	4,705,447
UNIVERSAL LEARNING TECHNOLOGY	United States	9	Registered (03/13/01)	2,434,520
WEBCT	United States	9	Registered (01/23/01)	2,423,014
WEBCT VISTA	United States	9	Registered (04/26/05)	2,944,309
WEBCT VISTA	United States	41	Registered (05/18/04)	2,843,546

¹ This trademark application registered on September 29, 2000. WebCT's Australian trademark counsel was instructed on August 23, 2001 to allow the registration to go abandoned in due course. WebCT does not know if the registration is still valid.

² This trademark application registered on March 8, 2000. WebCT's European trademark counsel was instructed on October 24, 2001 to allow the registration to go abandoned in due course. WebCT does not know if the registration is still valid.





**TABLE A
BLACKBOARD INC. TRADEMARK FILES**

Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
	Australia	837130	30-May-2000	837130	30-Apr-2001	30-May-2010	Registered	42
	Australia	869095	13-Mar-2001	869095	14-Jan-2002	13-Mar-2011	Registered	9
	Australia	1017735	30-Aug-2004	1017735	26-Apr-2005	30-Aug-2014	Registered	41
	Australia	837146	30-May-2000	837146	25-Jan-2001	30-May-2010	Registered	9, 42
BLACKBOARD	Australia	837144	30-May-2000	837144	30-Apr-2001	30-May-2010	Registered	42
BLACKBOARD	Australia	865604	09-Feb-2001	865604	02-Nov-2001	09-Feb-2011	Registered	9
BLACKBOARD	Australia	869094	13-Mar-2001	869094	20-Nov-2001	13-Mar-2011	Registered	9
BLACKBOARD	Australia	934305	12-Nov-2002	934305	09-Sep-2003	12-Nov-2012	Registered	41
BLACKBOARD.COM	Australia	837148	30-May-2000	837148	25-Jan-2001	30-May-2010	Registered	9, 42
COURSE CARTRIDGE	Australia	873315	20-Apr-2001	873315	15-Feb-2002	20-Apr-2011	Registered	9
EDUCATION THAT CLICKS	Australia	837152	30-May-2000	837152	25-Jan-2001	30-May-2010	Registered	42
MY BLACKBOARD	Australia	837154	30-May-2000	837154	18-Jan-2001	30-May-2010	Registered	42
POWERED BY BLACKBOARD	Australia	837153	30-May-2000	837153	25-Jan-2001	30-May-2010	Registered	42
	Benelux	966155	31-May-2000	688070	01-Oct-2001	31-May-2010	Registered	42
	Benelux	966153	31-May-2000	0686831	01-Oct-2001	31-May-2010	Registered	9, 42

**TABLE A
BLACKBOARD INC. TRADEMARK FILES**

Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
BLACKBOARD	Benelux	966154	31-May-2000	0688515	01-Oct-2001	31-May-2010	Registered	42
BLACKBOARD	Benelux	983053	06-Feb-2001	0699138	06-Feb-2001	06-Feb-2011	Registered	9
BLACKBOARD.COM	Benelux	966152	31-May-2000	0686830	31-May-2000	31-May-2010	Registered	9, 42
<i>CourseInfo</i>	Benelux	966150	31-May-2000	0719603	31-May-2000	31-May-2010	Registered	9
EDUCATION THAT CLICKS	Benelux	966149	31-May-2000	690424	31-May-2000	31-May-2010	Registered	38,42
MY BLACKBOARD	Benelux	966147	31-May-2000	0686828	01-Oct-2001	31-May-2010	Registered	42
POWERED BY BLACKBOARD	Benelux	966148	31-May-2000	0686829	31-May-2000	31-May-2010	Registered	42
BB	Brazil	825127971	19-Nov-2002				Published	41
BLACKBOARD	Brazil	824691750	24-Jun-2002				Published	38
BLACKBOARD	Brazil	824691768	24-Jun-2002				Published	42
BLACKBOARD	Brazil	824691776	24-Jun-2002				Published	9
BLACKBOARD	Brazil	825127963	19-Nov-2002				Published	41
ELECTRIC BLACKBOARD	California			52395	08-Nov-1999	08-Nov-2009	Registered	41
BB	Canada	1,159,814	27-Nov-2002	624,743	04-Nov-2004	04-Nov-2019	Registered	41
Bb	Canada	1,061,937	05-Jun-2000	562,672	28-May-2002	28-May-2017	Registered	42
Bb	Canada	1,095,932	14-Mar-2001	577,659	19-Mar-2003	19-Mar-2018	Registered	9

**TABLE A
BLACKBOARD INC. TRADEMARK FILES**

Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
	Canada	1,061,935	05-Jun-2000	571,925	09-Dec-2002	09-Dec-2017	Registered	9, 42
BLACKBOARD	Canada	1,061,933	05-Jun-2000	565,975	16-Aug-2002	16-Aug-2017	Registered	42
BLACKBOARD	Canada	1,091,646	08-Feb-2001	580,384	01-May-2003	01-May-2018	Registered	9
BLACKBOARD	Canada	1,095,930	14-Mar-2001	600,227	22-Jan-2004	22-Jan-2019	Registered	
BLACKBOARD	Canada	1,159,812	27-Nov-2002	624,500	03-Nov-2004	03-Nov-2019	Registered	41
BLACKBOARD.COM	Canada	1,061,927	05-Jun-2000	562,933	03-Jun-2002	03-Jun-2017	Registered	9, 42
BRINGING EDUCATION ONLINE	Canada	1,061,928	05-Jun-2000	563,173	07-Jun-2002	07-Jun-2017	Registered	42
<i>CourseInfo</i>	Canada	1,061,936	05-Jun-2000	571,523	02-Dec-2002	02-Dec-2017	Registered	9
COURSESITE	Canada	1,061,929	05-Jun-2000	566,138	21-Aug-2002	21-Aug-2017	Registered	42
EDUCATION THAT CLICKS	Canada	1,061,932	05-Jun-2000	563,172	07-Jun-2002	07-Jun-2017	Registered	42
MY BLACKBOARD	Canada	1,061,930	05-Jun-2000	566,061	20-Aug-2002	20-Aug-2017	Registered	42
POWERED BY BLACKBOARD	Canada	1,061,931	05-Jun-2000	565,650	08-Aug-2002	08-Aug-2017	Registered	42
	China	2000079396	06-Jun-2000	1627973	28-Aug-2001	27-Aug-2011	Registered	42
	China	2000076955	02-Jun-2000	1654333	21-Oct-2001	20-Oct-2011	Registered	9
	China	2000076977	02-Jun-2000	1774220	21-May-2002	20-May-2012	Registered	41

**TABLE A
BLACKBOARD INC. TRADEMARK FILES**

Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
毕博	China	3429619	28-Jan-2003				Pending	42
BIBO 毕博	China	3429620	28-Jan-2003				Pending	41
BIBO 毕博	China	3429621	28-Jan-2003				Pending	38
BIBO 毕博	China	3429623	28-Jan-2003				Pending	9
BLACKBOARD	China	3378832	22-Nov-2002	3378832	07-Jun-2004	06-Jun-2014	Registered	41
BLACKBOARD	China	2000079395	06-Jun-2000	1623935	21-Aug-2001	20-Aug-2011	Registered	42
BLACKBOARD	China	2001017398	09-Feb-2001	1983835	14-Sep-2002	13-Sep-2012	Registered	9
BLACKBOARD.COM	China	2000076954	02-Jun-2000	1654334	21-Oct-2001	20-Oct-2011	Registered	9
BLACKBOARD.COM	China	2000076975	02-Jun-2000	1774223	21-May-2002	20-May-2012	Registered	41
COURSEINFO	China	2000076952	02-Jun-2000	1654332	21-Oct-2001	20-Oct-2011	Registered	9
<i>CourseInfo</i>	China	2000076953	02-Jun-2000	1654331	21-Oct-2001	20-Oct-2011	Registered	9
黑板 HEIBAN	China	3321055	26-Sep-2002	3321055	07-Apr-2004	06-Apr-2014	Registered	9

**TABLE A
BLACKBOARD INC. TRADEMARK FILES**





Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
黑板 HEIBAN	China	3321054	26-Sep-2002	3321054	07-May-2004	06-May-2014	Registered	38
黑板 HEIBAN	China	3321053	26-Sep-2002	3321053	28-Dec-2003	27-Dec-2013	Registered	41
黑板 HEIBAN	China	3321052	26-Sep-2002	3321052	21-May-2004	20-May-2014	Registered	42
MY BLACKBOARD	China	2000076974	02-Jun-2000	1774221	21-May-2002	20-May-2012	Registered	41
POWERED BY BLACKBOARD	China	2000076976	02-Jun-2000	1774222	21-May-2002	20-May-2012	Registered	41
BB	European Community	002930584	13-Nov-2002	002930584	15-Apr-2004	13-Nov-2012	Registered	41
	European Community	1683820	31-May-2000	1683820	20-Aug-2001	31-May-2010	Registered	42
	European Community	1679802	29-May-2000	1679802	10-Sep-2001	29-May-2010	Registered	9, 38
BLACKBOARD	European Community	1678739	26-May-2000	1678739	10-Sep-2001	26-May-2010	Registered	42
BLACKBOARD	European Community	002076982	07-Feb-2001	002076982	14-Aug-2002	07-Feb-2011	Registered	9
BLACKBOARD	European Community	002930931	13-Nov-2002	002930931	15-Apr-2004	13-Nov-2012	Registered	41
BLACKBOARD.COM	European Community	1679703	29-May-2000	1679703	10-Sep-2001	29-May-2010	Registered	9, 38
EDUCATION THAT CLICKS	European Community	1680586	29-May-2000	1680586	10-Sep-2001	29-May-2010	Registered	38


TABLE A
BLACKBOARD INC. TRADEMARK FILES

Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
MY BLACKBOARD	European Community	1678952	29-May-2000	1678952	10-Sep-2001	29-May-2010	Registered	38
POWERED BY BLACKBOARD	European Community	1679158	29-May-2000	1679158	10-Sep-2001	29-May-2010	Registered	38
SCHOLAR	European Community	4597449	16-Sept-2005				Pending	9,41,42
	India	928035	29-May-2000	928035	18-Jan-2005	29-May-2010	Registered	9
BLACKBOARD	India	1389587	04-Oct-2005				Pending	42
BLACKBOARD	India	988527	06-Feb-2001				Pending	9
BLACKBOARD.COM	India	928036	29-May-2000				Pending	9
COURSEINFO	India	928038	29-May-2000	928038	14-May-2005	29-May-2010	Registered	9
<i>CourseInfo</i>	India	928037	29-May-2000				Published	9
BB	Israel	160629	18-Nov-2002	160629	14-Apr-2004	18-Nov-2012	Registered	41
	Israel	138186	25-May-2000	138186	2-Jul-2002	25-May-2007	Registered	42
	Israel	138188	24-May-2003	138188	03-Mar-2004	24-May-2010	Registered	9
	Israel	138189	25-May-2000	138189	02-Jan-2003	25-May-2007	Registered	42
BLACKBOARD	Israel	138187	05-Sept-2001	138187	25-May-2000	25-May-2007	Registered	42
BLACKBOARD	Israel	146553	08-Feb-2001	146553	02-Jan-2002	08-Feb-2008	Registered	9

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Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
BLACKBOARD	Israel	160630	18-Nov-2002	160630	02-Oct-2003	18-Nov-2012	Registered	41
BLACKBOARD.COM	Israel	138190	25-May-2000	138190	12-Oct-2001	25-May-2007	Registered	9
BLACKBOARD.COM	Israel	138191	25-May-2000	138191	04-Dec-2001	25-May-2007	Registered	42
BLACKBOARD.COM	Israel	148339	11-Apr-2001	148339	03-May-2002	11-Apr-2008	Registered	41
COURSEINFO	Israel	138192	25-May-2000	138192	02-July-2002	25-May-2007	Registered	9
<i>CourseInfo</i>	Israel	138193	25-May-2000	138193	05-Feb-2002	25-May-2007	Registered	9
COURSESITE	Israel	138196	25-May-2000	138196	04-Dec-2001	25-May-2007	Registered	42
COURSESITE	Israel	147954	28-Mar-2001	147954	03-May-2002	28-Mar-2008	Registered	41
MY BLACKBOARD	Israel	138195	25-May-2000	138195	04-Dec-2001	25-May-2007	Registered	42
MY BLACKBOARD	Israel	148340	11-Apr-2001	148340	04-Aug-2002	11-Apr-2008	Registered	41
POWERED BY BLACKBOARD	Israel	138194	25-May-2000	138194	04-Aug-2002	25-May-2007	Registered	42
	Japan	2000-061417	05-Jun-2000	4597326	23-Aug-2002	23-Aug-2012	Registered	41, 42
	Japan	2000-061416	05-Jun-2000	4825628	17-Dec-2004	17-Dec-2014	Registered	9,41,42
BLACKBOARD	Japan	2000-060510	01-Jun-2000	4571565	24-May-2002	24-May-2012	Registered	41, 42
BLACKBOARD	Japan	2001-009602	07-Feb-2001	4499612	17-Aug-2001	17-Aug-2011	Registered	9
BLACKBOARD.COM	Japan	2000-060515	01-Jun-2000	4523929	22-Nov-2001	22-Nov-2011	Registered	9, 41, 42




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Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
COURSEINFO	Japan	2000-060518	01-Jun-2000	4435141	24-Nov-2000	24-Nov-2010	Registered	9
<i>CourseInfo</i>	Japan	2000-061412	05-Jun-2000	4435142	24-Nov-2000	24-Nov-2010	Registered	9
COURSESITE	Japan	2000-060523	01-Jun-2000	4526956	07-Dec-2001	07-Dec-2011	Registered	41, 42
MY BLACKBOARD	Japan	2000-060522	01-Jun-2000	4523931	22-Nov-2001	22-Nov-2011	Registered	41, 42
POWERED BY BLACKBOARD	Japan	2000-060520	01-Jun-2000	4523930	22-Nov-2001	22-Nov-2011	Registered	41, 42
Bb	Mexico	582323	19-Dec-2002	779956	24-Feb-2003	19-Dec-2012	Registered	9
Bb	Mexico	582321	19-Dec-2002	805636	04-Sep-2003	19-Dec-2012	Registered	41
Bb	Mexico	582320	19-Dec-2002	781980	28-Feb-2003	19-Dec-2012	Registered	42
BLACKBOARD	Mexico	582324	19-Dec-2002	778727	14-Feb-2003	19-Dec-2012	Registered	9
BLACKBOARD	Mexico	582326	19-Dec-2002	778729	14-Feb-2003	19-Dec-2012	Registered	42
BLACKBOARD	Mexico	582325	19-Dec-2002	778728	14-Feb-2003	19-Dec-2012	Registered	41
BUILDING BLOCKS	Mexico	582329	19-Dec-2002	778731	14-Feb-2003	19-Dec-2012	Registered	42
BUILDING BLOCKS	Mexico	582327	19-Dec-2002	778730	14-Feb-2003	19-Dec-2012	Registered	41
BB	Russian Federation	2002727705	19-Nov-2002	277864	05-Nov-2004	19-Nov-2012	Registered	41
Bb	Russian Federation	2000713150	02-Jun-2000	213772	04-Jun-2002	02-Jun-2010	Registered	42
	Russian Federation	2000713173	02-Jun-2000	215717	27-Jun-2002	02-Jun-2010	Registered	9, 42

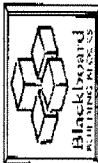

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Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
BLACKBOARD	Russian Federation	2000713246	02-Jun-2000	211010	16-Apr-2002	02-Jun-2010	Registered	42
BLACKBOARD	Russian Federation	2001703410	06-Feb-2001	218744	07-Aug-2002	06-Feb-2011	Registered	9
BLACKBOARD	Russian Federation	2002727704	19-Nov-2002	253330	19-Aug-2003	19-Nov-2012	Registered	41
BLACKBOARD.COM	Russian Federation	2000713126	02-Jun-2000	219363	20-Aug-2002	02-Jun-2010	Registered	9, 42
COURSEINFO	Russian Federation	2000713167	02-Jun-2000	212816	21-May-2002	02-Jun-2010	Registered	9
<i>CourseInfo</i>	Russian Federation	2000713238	02-Jun-2000	213773	04-Jun-2002	02-Jun-2010	Registered	9
COURSESITE	Russian Federation	2000713147	02-Jun-2000	212404	17-May-2002	02-Jun-2010	Registered	42
MY BLACKBOARD	Russian Federation	2000713163	02-Jun-2000	214646	14-Jun-2002	02-Jun-2010	Registered	42
POWERED BY BLACKBOARD	Russian Federation	2000713194	02-Jun-2000	219560	23-Aug-2002	02-Jun-2010	Registered	42
BB	South Africa	2002/17661	11-Nov-2002				Pending	41
Bb	South Africa	2000/10513	26-May-2000	2000/10513	15-Jul-2005	26-May-2010	Registered	42
BLACKBOARD	South Africa	2002/17662	11-Nov-2002				Pending	41
BLACKBOARD	South Africa	2000/10517	26-May-2000	2000/10517	26-Aug-2005	26-May-2010	Published	42
BLACKBOARD	South Africa	2001/01839	05-Feb-2001				Published	9
BLACKBOARD.COM	South Africa	2000/10507	26-May-2000				Registered	42
BLACKBOARD.COM	South Africa	2000/10506	26-May-2000				Published	9


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Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
BB	United States of America	76/462,792	25-Oct-2002	2,842,368	18-May-2004	18-May-2014	Registered	16
BB	United States of America	76/462,791	25-Oct-2002	2,862,053	13-Jul-2004	13-Jul-2014	Registered	28
BB	United States of America	76/462,785	25-Oct-2002	2,747,013	05-Aug-2003	05-Aug-2013	Registered	21
BB	United States of America	76/270,050	12-Jun-2001	2,710,644	29-Apr-2003	29-Apr-2013	Registered	9, 38, 41, 42
	United States of America	75/366,367	01-Oct-1997	2,291,981	16-Nov-1999	16-Nov-2009	Registered	42
	United States of America	76/220,070	05-Mar-2001	2,732,874	01-Jul-2003	01-Jul-2013	Registered	9
	United States of America	75/864,057	03-Dec-1999	2,719,628	27-May-2003	27-May-2013	Registered	9
BEHIND THE BLACKBOARD	United States of America	76/462,780	25-Oct-2002	2,816,404	24-Feb-2004	24-Feb-2014	Registered	41
BEHIND THE BLACKBOARD	United States of America	76/462,779	25-Oct-2002	2,771,343	07-Oct-2003	07-Oct-2013	Registered	9
BEHIND THE BLACKBOARD	United States of America	76/462,778	25-Oct-2002	2,816,403	24-Feb-2004	24-Feb-2014	Registered	38
BEHIND THE BLACKBOARD	United States of America	76/462,777	25-Oct-2002	2,806,365	20-Jan-2004	20-Jan-2014	Registered	42
BLACKBOARD	United States of America	76/462,798	25-Oct-2002	2,747,014	05-Aug-2003	05-Aug-2013	Registered	21
BLACKBOARD	United States of America	76/462,797	25-Oct-2002	2,816,405	24-Feb-2004	24-Feb-2014	Registered	41
BLACKBOARD	United States of America	76/462,796	25-Oct-2002	2,781,592	11-Nov-2003	11-Nov-2013	Registered	18
BLACKBOARD	United States of America	76/462,795	25-Oct-2002	2,892,549	12-Oct-2004	12-Oct-2014	Registered	25
BLACKBOARD	United States of America	76/462,794	25-Oct-2002	2,814,639	17-Feb-2004	17-Feb-2014	Registered	28

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Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
BLACKBOARD	United States of America	76/462,793	25-Oct-2002	2,822,464	16-Mar-2004	16-Mar-2014	Registered	16
BLACKBOARD	United States of America	75/366,366	01-Oct-1997	2,315,293	08-Feb-2000	08-Feb-2010	Registered	42
BLACKBOARD	United States of America	76/220,069	05-Mar-2001	2,729,998	24-Jun-2003	24-Jun-2013	Registered	9
BLACKBOARD	United States of America	76/104,914	09-Aug-2000	2,590,661	09-Jul-2002	09-Jul-2012	Registered	9
BLACKBOARD BACKPACK	United States of America	78/607,091	12-Apr-2005				Pending	9
BLACKBOARD BUILDING BLOCKS	United States of America	76/464,137	28-Oct-2002	2,894,256	19-Oct-2004	19-Oct-2014	Registered	42
	United States of America	76/464,139	28-Oct-2002	2,894,257	19-Oct-2004	19-Oct-2014	Registered	38
	United States of America	76/464,138	28-Oct-2002	2,775,121	21-Oct-2003	21-Oct-2013	Registered	9
BLACKBOARD RESOURCE CENTER	United States of America	76/027,409	18-Apr-2000	2,709,743	22-Apr-2003	22-Apr-2013	Registered	41
BLACKBOARD.COM	United States of America	75/862,857	03-Dec-1999	2,572,671	28-May-2002	28-May-2012	Registered	9, 38, 42
BRINGING EDUCATION ONLINE	United States of America	75/865,601	06-Dec-1999	2,619,398	17-Sep-2002	17-Sep-2012	Registered	38, 41
COLLEGE SERVICE	United States of America	73/135,085	25-Jul-1977	1,104,532	17-Oct-1978	17-Oct-2008	Registered	42
COLLEGETOWN	United States of America	74/734,842	27-Sep-1995	2,011,820	29-Oct-1996	29-Oct-2006	Registered	42
COURSE CARTRIDGE	United States of America	76/238,866	11-Apr-2001	2,682,541	04-Feb-2003	04-Feb-2013	Registered	9

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Trademark	Country Name	Application	Filing Date	Registration	Reg. Date	Next Renewal	Status	Class(es)
COURSESITE	United States of America	75/862,858	03-Dec-1999	2,521,360	18-Dec-2001	18-Dec-2011	Registered	38, 42
MY BLACKBOARD	United States of America	75/862,859	03-Dec-1999	2,469,112	17-Jul-2001	17-Jul-2011	Registered	38, 42
 POWERED BY BLACKBOARD	United States of America	75/864,062	03-Dec-1999	2,607,928	13-Aug-2002	13-Aug-2012	Registered	38, 42
PROMETHEUS	United States of America	76/481,268	09-Jan-2003	2,816,498	24-Feb-2004	24-Feb-2014	Registered	41
SCHOLAR	United States of America	75/137,015	22-Jul-1996	2,067,259	03-Jun-1997	03-Jun-2007	Registered	41
THE ELECTRIC BLACKBOARD	United States of America	78/715,466	19-09-2005				Pending	42
	United States of America	73/359,073	09-Apr-1982	1,263,461	10-Jan-1984	10-Jan-2014	Registered	9