

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.		08/04/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	2710644	BB
Registration Number:	2747013	BB
Registration Number:	2842368	BB
Registration Number:	2291981	BB
Registration Number:	2732874	BB
Registration Number:	3279552	BB
Registration Number:	3279553	BB
Registration Number:	3279554	BB
Registration Number:	3194140	BBWORLD
Registration Number:	3194141	BBWORLD
Registration Number:	2806365	BEHIND THE BLACKBOARD
Registration Number:	2816403	BEHIND THE BLACKBOARD
Registration Number:	2771343	BEHIND THE BLACKBOARD
Registration Number:	2816404	BEHIND THE BLACKBOARD

CH \$990.00 2710644

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**TRADEMARK
 REEL: 004255 FRAME: 0644**

Registration Number:	2315293	BLACKBOARD
Registration Number:	2590661	BLACKBOARD
Registration Number:	2729998	BLACKBOARD
Registration Number:	2822464	BLACKBOARD
Registration Number:	2892549	BLACKBOARD
Registration Number:	2781592	BLACKBOARD
Registration Number:	2816405	BLACKBOARD
Registration Number:	2747014	BLACKBOARD
Registration Number:	3124920	BLACKBOARD BACKPACK
Registration Number:	2894256	BLACKBOARD BUILDING BLOCKS
Registration Number:	2894257	BLACKBOARD BUILDING BLOCKS
Serial Number:	77875027	BLACKBOARD MOBILE
Serial Number:	77875065	BLACKBOARD MOBILE
Registration Number:	2682541	COURSE CARTRIDGE
Registration Number:	2521360	COURSESITE
Registration Number:	3279557	EDUCATE. INNOVATE. EVERYWHERE.
Registration Number:	2469112	MY BLACKBOARD
Registration Number:	2816498	POWERED BY BLACKBOARD
Registration Number:	3171008	SCHOLAR
Registration Number:	2943984	SHAREMATION
Registration Number:	1263461	THE ELECTRIC BLACKBOARD
Registration Number:	2423014	WEBCT
Registration Number:	2944309	WEBCT VISTA
Registration Number:	2813420	XYTHOS
Registration Number:	3404928	CONNECT-ED

CORRESPONDENCE DATA

Fax Number: (214)981-3400
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 36084-37370

NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/05/2010
Total Attachments: 7 source=Executed Blackboard Inc Trademark Grant#page1.tif source=Executed Blackboard Inc Trademark Grant#page2.tif source=Executed Blackboard Inc Trademark Grant#page3.tif source=Executed Blackboard Inc Trademark Grant#page4.tif source=Executed Blackboard Inc Trademark Grant#page5.tif source=Executed Blackboard Inc Trademark Grant#page6.tif source=Executed Blackboard Inc Trademark Grant#page7.tif	

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 4, 2010 by and from BLACKBOARD INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Grantor have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, Grantor and certain Subsidiaries of Grantor have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, or in accordance with Section 8.19 of Security Agreement, Grantee shall promptly execute, acknowledge, and deliver to the Administrative Agent, and the Administrative Agent shall promptly execute, acknowledge, and deliver to Grantor, all reasonably requested instruments in writing releasing the security interest in all (in the case of payment in full of all Secured Obligations) or a portion of the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

BLACKBOARD INC.

By: 
Name: John Kinzer
Title: Chief Financial Officer

Confirmatory Grant of Security Interest In United States Trademarks

TRADEMARK
REEL: 004255 FRAME: 0649

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Blackboard Inc. Trademarks

MARK/TITLE	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS
BB	United States of America	76270050	12-Jun-01	2710644	29-Apr-03	Registered
BB	United States of America	76462785	25-Oct-02	2747013	5-Aug-03	Registered
BB	United States of America	76462792	25-Oct-02	2842368	18-May-04	Registered
BB & Design	United States of America	75366367	1-Oct-97	2291981	16-Nov-99	Registered
BB & Design	United States of America	76220070	5-Mar-01	2732874	1-Jul-03	Registered
BB & Design (New Logo)	United States of America	78818866	20-Feb-06	3279552	14-Aug-07	Registered
BB & Design (New Logo)	United States of America	78818873	20-Feb-06	3279553	14-Aug-07	Registered
BB & Design (New Logo)	United States of America	78819005	20-Feb-06	3279554	14-Aug-07	Registered
BBWORLD	United States of America	78857545	10-Apr-06	3194140	2-Jan-07	Registered
BBWORLD	United States of America	78857550	10-Apr-06	3194141	2-Jan-07	Registered
BEHIND THE BLACKBOARD	United States of America	76462777	25-Oct-02	2806365	20-Jan-04	Registered
BEHIND THE BLACKBOARD	United States of America	76462778	25-Oct-02	2816403	24-Feb-04	Registered
BEHIND THE BLACKBOARD	United States of America	76462779	25-Oct-02	2771343	7-Oct-03	Registered
BEHIND THE	United States of America	76462780	25-Oct-02	2816404	24-Feb-04	Registered

MARK/TITLE	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS
BLACKBOARD						
BLACKBOARD	United States of America	75366366	1-Oct-97	2315293	8-Feb-00	Registered
BLACKBOARD	United States of America	76104914	9-Aug-00	2590661	9-Jul-02	Registered
BLACKBOARD	United States of America	76220069	5-Mar-01	2729998	24-Jun-03	Registered
BLACKBOARD	United States of America	76462793	25-Oct-02	2822464	16-Mar-04	Registered
BLACKBOARD	United States of America	76462795	25-Oct-02	2892549	12-Oct-04	Registered
BLACKBOARD	United States of America	76462796	25-Oct-02	2781592	11-Nov-03	Registered
BLACKBOARD	United States of America	76462797	25-Oct-02	2816405	24-Feb-04	Registered
BLACKBOARD	United States of America	76462798	25-Oct-02	2747014	5-Aug-03	Registered
BLACKBOARD BACKPACK	United States of America	78607091	12-Apr-05	3124920	1-Aug-06	Registered
BLACKBOARD BUILDING BLOCKS	United States of America	77893924	15-Dec-09			Allowed
BLACKBOARD BUILDING BLOCKS	United States of America	77893927	15-Dec-09			Allowed
BLACKBOARD BUILDING BLOCKS & Design	United States of America	76464137	28-Oct-02	2894256	19-Oct-04	Registered
BLACKBOARD BUILDING BLOCKS & Design	United States of America	76464139	28-Oct-02	2894257	19-Oct-04	Registered
BLACKBOARD MOBILE	United States of America	77875027	18-Nov-09			Published
BLACKBOARD MOBILE	United States of America	77875065	18-Nov-09			Published
COURSE CARTRIDGE	United States of America	76238866	11-Apr-01	2682541	4-Feb-03	Registered
COURSESITE	United States of America	75862858	3-Dec-99	2521360	18-Dec-01	Registered
EDUCATE. INNOVATE. EVERYWHERE.	United States of America	78819061	20-Feb-06	3279557	14-Aug-07	Registered

MARK/TITLE	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS
MY BLACKBOARD	United States of America	75862859	3-Dec-99	2469112	17-Jul-01	Registered
POWERED BY BLACKBOARD	United States of America	76481268	9-Jan-03	2816498	24-Feb-04	Registered
SCHOLAR	United States of America	78715466	19-Sep-05	3171008	14-Nov-06	Registered
SHAREMOTION	United States of America	78404349	19-Apr-04	2943984	26-Apr-05	Registered
TERRIBLYCLEVER	United States of America	77712933	13-Apr-09			Allowed
THE ELECTRIC BLACKBOARD	United States of America	73359073	9-Apr-82	1263461	10-Jan-84	Registered
WEBCT	United States of America	75795649	8-Sep-99	2423014	23-Jan-01	Registered
WEBCT VISTA	United States of America	76358623	14-Jan-02	2944309	26-Apr-05	Registered
XYTHOS	United States of America	76175410	4-Dec-00	2813420	2-Oct-04	Registered
SHAREMATION	United States of America	78404349	19-Apr-04	2943984	26-Apr-08	Registered
CONNECT-ED	United States of America	77239587	26-Jul-07	3404928	1-Apr-08	Registered