

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM548539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademark Rights
<b>SEQUENCE:</b>	1

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association, as Collateral Agent		11/06/2019	Bank: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Blackboard, Inc.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	BLACKBOARD COLLABORATE, INC.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	BLACKBOARD CONNECT INC.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: NORTH CAROLINA
<b>Name:</b>	EDLINE HOLDINGS, INC.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	EDLINE LLC
<b>Street Address:</b>	1111 19th St. NW 10th Floor

TRADEMARK

<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Limited Liability Company: DELAWARE
<b>Name:</b>	BLACKBOARD OPEN LMS, INC. (F/K/A MOODLEROOMS, INC.)
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	PARLANT TECHNOLOGY, INC.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: UTAH
<b>Name:</b>	MYEDU CORPORATION
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	SCHOOLWIRES, INC.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	TEACHERWEB, INC.
<b>Street Address:</b>	1111 19th St. NW 10th Floor
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20036
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 64**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2842368	BB
<b>Registration Number:</b>	2710644	BB

Property Type	Number	Word Mark
Registration Number:	2291981	BB
Registration Number:	2732874	BB
Registration Number:	3279553	BB
Registration Number:	3279552	BB
Registration Number:	3279554	BB
Registration Number:	3194140	BBWORLD
Registration Number:	3194141	BBWORLD
Registration Number:	2816403	BEHIND THE BLACKBOARD
Registration Number:	2816404	BEHIND THE BLACKBOARD
Registration Number:	2806365	BEHIND THE BLACKBOARD
Registration Number:	2771343	BEHIND THE BLACKBOARD
Registration Number:	2822464	BLACKBOARD
Registration Number:	2816405	BLACKBOARD
Registration Number:	2315293	BLACKBOARD
Registration Number:	2590661	BLACKBOARD
Registration Number:	2729998	BLACKBOARD
Registration Number:	3935428	BLACKBOARD BUILDING BLOCKS
Registration Number:	3935427	BLACKBOARD BUILDING BLOCKS
Registration Number:	4181201	BLACKBOARD MOBILE
Registration Number:	4309373	BLACKBOARD MOBILE
Registration Number:	4374526	BLACKBOARD STUDENT SERVICES
Registration Number:	2682541	COURSE CARTRIDGE
Registration Number:	2521360	COURSESITE
Registration Number:	2816498	POWERED BY BLACKBOARD
Registration Number:	2423014	WEBCT
Registration Number:	2813420	XYTHOS
Registration Number:	4181709	BLACKBOARD STUDENT SERVICES
Registration Number:	3560565	ISTRATEGY
Registration Number:	4184975	BLACKBOARD COLLABORATE
Registration Number:	3142047	CONNECT-CTY
Registration Number:	3180326	CONNECT-CTY
Registration Number:	3404928	CONNECT-ED
Registration Number:	3756173	PRONTO
Registration Number:	3185467	ELUMINATE LIVE!
Registration Number:	3081668	ELUMINATE LIVE!
Registration Number:	3317816	TELEPARENT
Registration Number:	3606480	MYEDU
Registration Number:	3452233	SCHOOLFUSION

Property Type	Number	Word Mark
Registration Number:	2845069	EDLINE
Registration Number:	2047768	SCHOOL WORLD SOFTWARE
Registration Number:	2650904	EASY GRADE PRO
Registration Number:	4232516	SCHOOLCENTER
Registration Number:	3063503	GRADEQUICK
Registration Number:	4609830	
Registration Number:	4556091	C
Registration Number:	4555764	CLOUDSPEAKER
Registration Number:	4501840	MEMBERSPARK IGNITE
Registration Number:	4514094	
Registration Number:	4498138	IGNITE THE CONVERSATION
Registration Number:	4498047	MEMBERSPARK
Registration Number:	4539713	
Registration Number:	4183171	PARLANT
Registration Number:	4121455	
Registration Number:	4128567	PARENTLINK
Registration Number:	2622661	PARENTLINK
Registration Number:	4744738	SOCIABILITY
Registration Number:	3794826	JOULE
Registration Number:	3800984	POWER
Registration Number:	4625235	NIMBUS
Registration Number:	2614423	
Registration Number:	2614422	SCHOOLWIRES
Registration Number:	2647575	TEACHERWEB

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512

*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:** 202-370-4756

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Vermont Ave NW, Suite 1130

**Address Line 2:** COGENCY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20005

**ATTORNEY DOCKET NUMBER:** 1149761 TM REL B

**NAME OF SUBMITTER:** Sonya Jackman

**SIGNATURE:** /Sonya Jackman/

**DATE SIGNED:** 11/07/2019

**Total Attachments: 6**

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**RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS**

This Release of Security Interest in Trademark Rights, dated as of November 6, 2019 (the "Trademark Security Release"), is made by WILMINGTON TRUST, NATIONAL ASSOCIATION, as the Collateral Agent (in such capacity, the "Collateral Agent"), in favor of BLACKBOARD INC., a Delaware corporation ("Blackboard"), BLACKBOARD COLLABORATE INC., a Delaware corporation ("Blackboard Collaborate"), BLACKBOARD CONNECT INC., a North Carolina corporation ("Blackboard Connect"), EDLINE HOLDINGS, INC., a Delaware corporation ("Edline"), EDLINE LLC, a Delaware limited liability company ("Edline LLC"), BLACKBOARD OPEN LMS, INC. (F/K/A MOODLEROOMS, INC.), a Delaware corporation ("Blackboard Open LMS"), PARLANT TECHNOLOGY, INC., a Utah corporation ("Parlant"), MYEDU CORPORATION, a Delaware corporation ("Myedu"), SCHOOLWIRES, INC., a Delaware corporation ("Schoolwires") and TEACHERWEB, INC., a Delaware corporation ("Teacherweb" and together with Blackboard, Blackboard Collaborate, Blackboard Connect, Edline, Edline LLC, Blackboard Open LMS, Parlant, Myedu and Schoolwires, individually, each a "Grantor" and collectively, the "Grantors"). Capitalized terms used and not defined herein have the meanings given to such terms in the Indenture and the Security Agreement, as applicable (each, as defined below).

Reference is made to the Second Lien Collateral Agreement, dated as of October 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Security Agreement"), among Blackboard (the "Issuer"), the subsidiaries of the Issuer from time to time party thereto and the Collateral Agent. The Issuer issued Notes and the Issuer and the Collateral Agent entered into that certain Indenture, dated as of October 18, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified prior to the date hereof, the "Indenture"), for the benefit of each other and for the equal and ratable benefit of the Holders.

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Collateral Agent for the benefit of the Collateral Agent and the Holders a continuing security interest in all of such Grantor's right, title and interest in, to and under certain intellectual property, including the Trademark Collateral (as defined in the Trademark Security Agreement referred to below);

WHEREAS, in connection with the Security Agreement, the Grantors executed and delivered that certain Second Lien Trademark Security Agreement dated as of October 18, 2016 made by the Grantors, in favor of the Collateral Agent (the "Trademark Security Agreement") for recording with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 20, 2016 on Reel/Frame 5904/0926;

WHEREAS, the Obligations secured by the Trademark Collateral have been repaid or otherwise satisfied; and

WHEREAS, the Collateral Agent therefore is requested to release, terminate and discharge its Lien and continuing security interest in all of Grantors' right, title and interest in, to

and under the Trademark Collateral and grant all of its right, title and interest in, to and under the Trademark Collateral to the Grantors.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Without recourse, representation or warranty, the Collateral Agent hereby releases, terminates and discharges to the Grantors (a) the Collateral Agent's continuing security interest in, right of setoff against and Lien on, and (b) any of the Collateral Agent's other rights, title or interest of any kind or nature in, to or under, the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule 1 hereto.

2. The Collateral Agent hereby authorizes and acknowledges the termination of the Trademark Security Agreement and authorizes the Grantors or any of their agents or designees to record this Trademark Security Release with the United States Patent and Trademark Office and any other offices as may be necessary to carry out the intention of this Trademark Security Release. At Grantors' expense, the Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby and terminate the Trademark Security Agreement.

3. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the state of New York (without giving effect to the conflict of laws principles thereof).

4. Delivery of an executed counterpart of a signature page to this Trademark Security Release by facsimile or other electronic transmission (including ".pdf" or ".tif" format) will be as effective as delivery of a manually executed counterpart of this Trademark Security Release.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademark Rights to be duly executed and delivered by its officer(s) thereunto duly authorized as of the date above first written.

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Collateral Agent

By: W. Thomas Morris, II

Name:

Title:






**W. Thomas Morris, II**  
**Vice President**



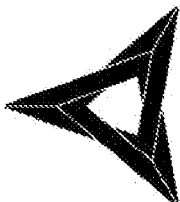

*[Signature Page to Release of Security Interest in Trademark Rights]*


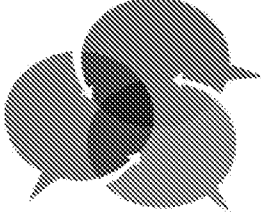




**SCHEDULE 1**

**U.S. Trademark Registrations**

<b>Registered Owner</b>	<b>Mark</b>	<b>Registration Number</b>
Blackboard Inc.	BB	2842368
Blackboard Inc.	BB	2710644
Blackboard Inc.	 BB	2291981
Blackboard Inc.	 BB	2732874
Blackboard Inc.	 BB	3279553
Blackboard Inc.	 BB	3279552
Blackboard Inc.	 BB	3279554
Blackboard Inc.	BBWORLD	3194140
Blackboard Inc.	BBWORLD	3194141
Blackboard Inc.	BEHIND THE BLACKBOARD	2816403
Blackboard Inc.	BEHIND THE BLACKBOARD	2816404
Blackboard Inc.	BEHIND THE BLACKBOARD	2806365
Blackboard Inc.	BEHIND THE BLACKBOARD	2771343
Blackboard Inc.	BLACKBOARD	2822464
Blackboard Inc.	BLACKBOARD	2816405
Blackboard Inc.	BLACKBOARD	2315293
Blackboard Inc.	BLACKBOARD	2590661
Blackboard Inc.	BLACKBOARD	2729998
Blackboard Inc.	BLACKBOARD BUILDING BLOCKS	3935428
Blackboard Inc.	BLACKBOARD BUILDING BLOCKS	3935427

Blackboard Inc.	BLACKBOARD MOBILE	4181201
Blackboard Inc.	BLACKBOARD MOBILE	4309373
Blackboard Inc.	BLACKBOARD STUDENT SERVICES	4374526
Blackboard Inc.	COURSE CARTRIDGE	2682541
Blackboard Inc.	COURSESITE	2521360
Blackboard Inc.	POWERED BY BLACKBOARD	2816498
Blackboard Inc.	WEBCT	2423014
Blackboard Inc.	XYTHOS	2813420
Blackboard Inc.	BLACKBOARD STUDENT SERVICES	4181709
Blackboard Inc.	ISTRATEGY	3,560,565
Blackboard Connect Inc.	BLACKBOARD COLLABORATE	4184975
Blackboard Connect Inc.	CONNECT-CTY	3142047
Blackboard Connect Inc.	 CONNECT-CTY	3180326
Blackboard Connect Inc.	CONNECT-ED	3404928
Blackboard Collaborate Inc.	PRONTO	3756173
Blackboard Collaborate Inc.	ELUMINATE LIVE!	3185467
Blackboard Collaborate Inc.	ELUMINATE LIVE!	3081668
Edline Holdings, Inc.	<b>TELEPARENT</b> TELEPARENT	3317816
MyEdu Corporation	MYEDU	3606480
Edline LLC		3452233
Edline LLC	EDLINE	2845069
Edline LLC	SCHOOL WORLD SOFTWARE	2047768
Edline LLC	EASY GRADE PRO	2650904
Edline LLC	SCHOOLCENTER	4232516
Edline LLC	GRADEQUICK	3063503
Parlant Technology, Inc.		4609830
Parlant Technology, Inc.		4556091

Parlant Technology, Inc.	CLOUD SPEAKER	4555764
Parlant Technology, Inc.	MEMBERSPARK IGNITE	4501840
Parlant Technology, Inc.		4514094
Parlant Technology, Inc.	IGNITE THE CONVERSATION	4498138
Parlant Technology, Inc.	MEMBERSPARK	4498047
Parlant Technology, Inc.		4539713
Parlant Technology, Inc.	PARLANT	4183171
Parlant Technology, Inc.		4121455
Parlant Technology, Inc.	PARENTLINK	4128567
Parlant Technology, Inc.	PARENTLINK	2622661
Parlant Technology, Inc.	SOCIABILITY	4744738
Blackboard Open LMS, Inc. (f/k/a Moodlerooms, Inc.)	JOULE	3794826
Blackboard Open LMS, Inc.	POWER	3800984
Schoolwires, Inc.	NIMBUS	4625235
Schoolwires, Inc.		2614423
Schoolwires, Inc.	SCHOOLWIRES	2614422
TeacherWeb, Inc.	TEACHERWEB	2647575

### U.S. Trademark Applications

None.