

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM548540

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blackboard, Inc.		11/06/2019	Corporation: DELAWARE
BLACKBOARD COLLABORATE, INC.		11/06/2019	Corporation: DELAWARE
EDLINE LLC		11/06/2019	Limited Liability Company: DELAWARE
PARLANT TECHNOLOGY, INC.		11/06/2019	Corporation: UTAH
SCHOOLWIRES, INC.		11/06/2019	Corporation: DELAWARE
TEACHERWEB, INC.		11/06/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Bank: DELAWARE

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Registration Number:	2842368	BB
Registration Number:	2710644	BB
Registration Number:	2291981	BB
Registration Number:	2732874	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

OP \$1090.00 2842368

Property Type	Number	Word Mark
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:	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:	5544858	SAFEASSIGN
Registration Number:	4184975	BLACKBOARD COLLABORATE
Registration Number:	2845069	EDLINE
Registration Number:	2650904	EASY GRADE PRO
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:	2622661	PARENTLINK
Registration Number:	4744738	SOCIABILITY
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 2L IPSA D

NAME OF SUBMITTER: Sonya Jackman

SIGNATURE: /Sonya Jackman/

DATE SIGNED: 11/07/2019

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2019 (this "Agreement"), among Blackboard Inc., Blackboard Collaborate Inc., Edline LLC, Parlant Technology Inc., Schoolwires, Inc. and TeacherWeb Inc. (together, the "Grantors" and each, a "Grantor") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to the Second Lien Collateral Agreement dated as of November 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Blackboard Inc. (the "Issuer"), the subsidiaries of the Issuer from time to time party thereto and the Collateral Agent. The Issuer has agreed to issue Notes and the Issuer and the Collateral Agent have agreed to enter into the Indenture dated as of November 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Indenture") for the equal and ratable benefit of each other and for the equal and ratable benefit of the Holders. Consistent with the requirements of the Indenture and pursuant to and in accordance with Section 3.06 of the Security Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Indenture also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a continuing security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor and wherever located or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) each Trademark, including, without limitation, each registered and applied for Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule I or II;

(b) all assets, rights and interests that uniquely reflect or embody each Trademark; and

(c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by such Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by such Grantor (including, without limitation, any Trademark identified in Schedule I or II hereto).

Notwithstanding the foregoing, the Trademark Collateral shall not extend to, and the term “Trademark Collateral” (and any component definition thereof) shall not include, any Excluded Property.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

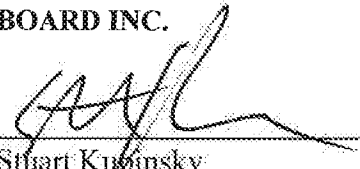
SECTION 4. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

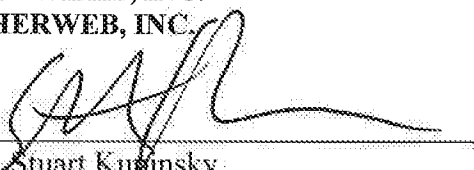
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

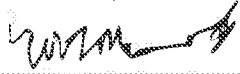
BLACKBOARD INC.

By: 
Name: Stuart Kupinsky
Title: Chief Legal Officer, General Counsel
and Secretary

**BLACKBOARD CONNECT INC.
EDLINE LLC
PARLANT TECHNOLOGY INC.
SCHOOLWIRES, INC.
TEACHERWEB, INC.**

By: 
Name: Stuart Kupinsky
Title: Secretary

WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Agent

By: 

Name:



Title:






W. Thomas Morris, II
Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006791 FRAME: 0024

Schedule I
Trademark Registrations

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blackboard Inc.	BB	2842368	05/18/2004
Blackboard Inc.	BB	2710644	04/29/2003
Blackboard Inc.	 BB	2291981	11/16/1999
Blackboard Inc.	 BB	2732874	07/01/2003
Blackboard Inc.	BBWORLD	3194140	01/02/2007
Blackboard Inc.	BBWORLD	3194141	01/02/2007
Blackboard Inc.	BEHIND THE BLACKBOARD	2816403	02/24/2004
Blackboard Inc.	BEHIND THE BLACKBOARD	2816404	02/24/2004
Blackboard Inc.	BEHIND THE BLACKBOARD	2806365	01/20/2004
Blackboard Inc.	BEHIND THE BLACKBOARD	2771343	10/07/2003
Blackboard Inc.	BLACKBOARD	2822464	03/16/2004
Blackboard Inc.	BLACKBOARD	2816405	02/24/2004
Blackboard Inc.	BLACKBOARD	2315293	02/08/2000
Blackboard Inc.	BLACKBOARD	2590661	07/09/2002
Blackboard Inc.	BLACKBOARD	2729998	06/24/2003
Blackboard Inc.	BLACKBOARD BUILDING BLOCKS	3935428	03/22/2011
Blackboard Inc.	BLACKBOARD BUILDING BLOCKS	3935427	03/22/2011
Blackboard Inc.	BLACKBOARD STUDENT SERVICES	4374526	07/30/2013
Blackboard Inc.	COURSE CARTRIDGE	2682541	02/04/2003
Blackboard Inc.	COURSESITE	2521360	12/18/2001
Blackboard Inc.	POWERED BY BLACKBOARD	2816498	02/24/2004
Blackboard Inc.	WEBCT	2423014	01/23/2001
Blackboard Inc.	XYTHOS	2813420	02/10/2004
Blackboard Inc.	BLACKBOARD STUDENT SERVICES	4181709	07/31/2012
Blackboard Inc.	SAFEASSIGN	5544858	8/21/2018
Blackboard Collaborate Inc.	BLACKBOARD COLLABORATE	4184975	08/07/2012

Edline LLC	EDLINE	2845069	05/25/2004
Edline LLC	EASY GRADE PRO	2650904	11/19/2002
Edline LLC	GRADEQUICK	3063503	02/28/2006
Parlant Technology Inc.		4609830	09/23/2014
Parlant Technology Inc.		4556091	06/24/2014
Parlant Technology Inc.	CLOUDSPEAKER	4555764	06/24/2014
Parlant Technology Inc.	MEMBERSPARK IGNITE	4501840	03/25/2014
Parlant Technology Inc.		4514094	04/15/2014
Parlant Technology Inc.	IGNITE THE CONVERSATION	4498138	03/18/2014
Parlant Technology Inc.	MEMBERSPARK	4498047	03/18/2014
Parlant Technology Inc.		4539713	05/27/2014
Parlant Technology Inc.	PARENTLINK	2622661	09/24/2002
Parlant Technology Inc.	SOCIABILITY	4744738	05/26/2015
Schoolwires, Inc.	NIMBUS	4625235	10/21/2014
Schoolwires, Inc.		2614423	09/03/2002
Schoolwires, Inc.	SCHOOLWIRES	2614422	09/03/2002
TeacherWeb, Inc.	TEACHERWEB	2647575	11/05/2002

Schedule II
Trademark Applications

None.