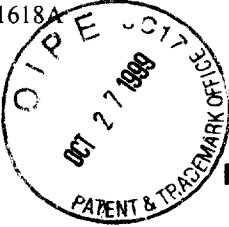


MRO 10.27.99

11-02-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101189214

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other Termination and Release of Security Interest
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
 - Other
 - Citizenship/State of Incorporation/Organization
- If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

10/28/1999 MTHAI1 00000212 74683698

01 FC:481
02 FC:482

40.00 DP
150.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001983 FRAME: 0260

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name SOUTHTRUST BANK OF ALABAMA, N.A.

Address (line 1) 420 North 20th Street

Address (line 2) Birmingham, AL 35203

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 213-430-6000

Name Christina WH Chang

Address (line 1) O'Melveny & Myers LLP

Address (line 2) 400 South Hope Street

Address (line 3) Los Angeles, CA 90071

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Please see attached

Number of Properties

Enter the total number of properties involved. # 19

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 490.00

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Christina WH Chang

Name of Person Signing

Signature

Date Signed

**SCHEDULE A TO TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

<u>TRADEMARK</u>	<u>SERIAL NO./ REGISTRATION NO.</u>
BLACKBAUD & DESIGN	74/683,698
THE MAILER'S EDGE	74/583,648
RE:MEMBER	74/683,696
RE:QUEUE	74/683,691
RE:ALUM	74/683,697
RE:VOLUNTEER	74/683,692
RE:TRIBUTE	74/683,695
RE:ZIP	74/683,690
RE:SEARCH	74/683,693
AWARD	74/115,701
MATCHFINDER	2,105,852
THE RAISER'S EDGE	1,876,456
PARAGON	1,978,263
ACADEMY	pending
ACADEMIA	pending
RE:EVENT	1,976,529
FREDERIC JEAN DUCLOS	1,726,666
LOOP & SPLASH	1,630,190
THE RAISER'S EDGE	1,442,947

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of October 8th, 1999, from SouthTrust Bank of Alabama, N.A. a National Banking Association (the "Secured Party"), to Blackboard, Inc. (the "Pledgor"), a South Carolina corporation.

WITNESSETH:

WHEREAS, the Pledgor granted a security interest in certain Collateral (as hereinafter defined) to the Secured Party (the "Security Interest"); and

WHEREAS, the Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office on May 28, 1997, at Reel 1600, Frame 0669; and

WHEREAS, all of Pledgor's obligations have now been satisfied and the Secured Party now desires to terminate and release the entirety of its Security Interest in the Collateral;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby terminates and releases the Security Interest in the Collateral as follows

1. Collateral: The term "Collateral," as used herein, shall mean all of the Pledgor's right, title and interest of every kind and nature in:

(a) the United States trademarks and service marks set forth on Schedule A attached hereto and (i) all registrations, applications, recordings and common-law rights relating thereto; (ii) all renewals thereof; (iii) all income, license royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present and/or future infringements thereof; (iv) the right to sue for past, present and future infringements thereof; (v) all rights corresponding thereto throughout the world; and (vi) the goodwill of Pledgor's business connected with and symbolized by the foregoing; and

2. Further Assurance: The Secured Party 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 Interests contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Melody B Reid
WITNESS

SOUTHTRUST BANK OF ALABAMA, N.A.
By: [Signature]
Name: William E Reid III
Title: Group Vice President

STATE OF South Carolina)
COUNTY OF Greenville)

ss:

On this 11th day of October, 1999, before me personally appeared William E Reid III to me known who, being by me duly sworn, did depose and say that he/she is Group Vice President of SOUTHTRUST BANK OF ALABAMA, N.A., described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by SOUTHTRUST BANK OF ALABAMA, N.A.

Rebecca C. Haygood
Notary Public

**SCHEDULE A TO TERMINATION AND RELEASE
OF SECURITY INTEREST IN TRADEMARKS**

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