

04-21-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3-20-00

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
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/20/2000 DNGUYEN 00000360 1251037

FOR OFFICE USE ONLY

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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: 002056 FRAME: 0582

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1251037"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Joseph Wezwick

2/28/2000

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, EPSILON MASTER SOFTWARE CORP., a Delaware corporation (referred to herein as "Assignor"), hereby transfers and assigns to BLACKBAUD, INC., a South Carolina corporation, all right, title and interest of Assignor in and to the trademark and all other intellectual property rights of any kind embodied in, associated with or relating in any way to the below listed trademark, and any and all marketing and other materials of any kind, including any and all adaptations and versions thereof, referring or pertaining to any and all products marketed by Assignor under the name listed below, together with all of the goodwill associated with the business of Assignor relating to the foregoing trademark, and together with any an all rights and claims deriving from the foregoing.

MARK
FUND-MASTER

SERIAL/REGISTRATION NO.
1,251,037

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal this 28th day of February 2000.

ASSIGNOR
EPSILON MASTER SOFTWARE CORP.

Joseph Wezwick
By Blackbaud, Inc., Attorney-In-Fact For Epsilon Master Software Corp.
Joseph Wezwick
Vice President of Sales and Marketing

ATTEST:

Robert H. Shan
Asst. Secretary

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, GRETCHEN MIRANDA, a Notary Public of the county and state written above, do hereby certify that Robert H. Shan personally appeared before me this day and acknowledged that he/she is Assistant Secretary of Blackbaud, Inc., a South Carolina corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed by its Vice President of Sales and Marketing, and attested and sealed by him/her as its Secretary.

Gretchen Miranda
Notary Public

My Commission Expires:
10-6-2002.

BILL OF SALE AND ASSIGNMENT

Reference is made to the Asset Purchase Agreement dated as of April 25, 1997 (the "Asset Purchase Agreement") among Blackbaud, Inc., a South Carolina corporation (the "Buyer"), Epsilon Data Management, Inc., a Delaware corporation (the "Parent") and Epsilon Master Software Corp., a Delaware corporation and wholly-owned subsidiary of the Parent (the "Company"). Terms defined in the Asset Purchase Agreement and not otherwise defined herein are used herein with the meanings so defined.

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company hereby sells, conveys, transfers, assigns and delivers to the Buyer all right, title and interest in and to all of the Assets, to have and to hold the Assets hereby conveyed, transferred, assigned and delivered, or intended so to be, unto the Buyer, its successors and assigns forever. All of the Assets are hereby transferred and sold to the Buyer free and clear of any option, lien, pledge, mortgage, security interest or other encumbrance of any kind. The Company hereby reconfirms its representations and warranties set forth in Section 4.7(a) of the Asset Purchase Agreement and acknowledges its obligations under the indemnity provisions of Section 10 of the Asset Purchase Agreement.

2. The Company hereby irrevocably constitutes and appoints the Buyer, its successors and assigns the true and lawful attorney of the Company, with full power of substitution in the name of the Company, or otherwise, and on behalf and for the benefit of the Buyer, its successors and assigns, to demand and receive from time to time any and all of the Assets hereby conveyed, transferred, assigned and delivered, or intended so to be, and to institute, defend and compromise any and all actions, suits or proceedings in respect of any of the Assets hereby conveyed, transferred, assigned and delivered, or intended so to be, that the Buyer, its successors or assigns shall deem desirable, and to do all acts and things in relation to the Assets and interests which the Buyer, its successors or assigns deem desirable. The Company hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable by it in any manner or for any reason.

3. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the Buyer and the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed as of May __, 1997.

EPSILON MASTER SOFTWARE CORP.

By Meryl K. Beckingham
Name: Meryl K. Beckingham
Title: Chief Financial Officer

liabilities, property, obligations or rights of the Company, other than in the Ordinary Course of Business.

4.8. *Sufficiency of Assets.* The Assets are sufficient to enable the Buyer to operate and conduct the Business after the Closing in substantially the same manner as the Business is being conducted on the date hereof.

4.9. *Accounts Receivable.* All accounts receivable of the Company reflected on the Balance Sheet arose from the sale of products and services in the Ordinary Course of Business, are valid and binding claims of the Company, subject to all reserves for bad debts which are set forth in the Balance Sheet.

4.10. *Intellectual Property.* *Schedule 2.1(b)* identifies each United States patent, copyright or trademark registration that has been issued to the Company with respect to the MSC Software and identifies each pending patent application or application for copyright or trademark registration that the Company has made with respect to the MSC Software. The Company has delivered to the Buyer correct and complete copies of all such patents, copyright registrations, trademark registrations, and all applications therefor and has made available to the Buyer correct and complete copies of all other written documentation relating to each such item. *Schedule 2.1(b)* also identifies each trade name or unregistered trademark used by the Company in connection with the Business. Except as disclosed on *Schedule 4.10*, there have been no claims and, to the Company's knowledge, there is no claim threatened in writing nor any basis for any claim that the Company's use of the Intellectual Property infringes or has infringed any material rights of any other person and, to the Company's knowledge, no activity of any other person has infringed or infringes upon or is in violation of any of the Intellectual Property.

4.11. *Third Party Software.* *Schedule 4.11* identifies each item of Third Party Software that the Company licenses, sublicenses, remarkets or resells either separately or incorporated in or in conjunction with any products or services or otherwise uses in connection with the development of products and services pursuant to license, sublicense, agreement or permission. The Company has delivered to the Buyer correct and complete copies of all Third Party Software Contracts relating to Third Party Software remarketed or resold by the Company. Except as disclosed on *Schedule 2.1(f)*, each such Third Party Software Contract is valid and binding and in full force and effect and is assignable to the Buyer without the consent of the owner of the underlying Third Party Software. To the Company's knowledge, neither the Company nor any other party to any such Third Party Software Contract is in breach or default, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification, or acceleration thereunder

4.12. *MSC Software.* Except as disclosed in *Schedule 4.12*, to the Company's knowledge, the MSC Software and the related Technology does not infringe upon, misappropriate or violate any material rights of any third parties, and the Company has never

MSC Intellectual Property

REGISTERED MARKS:

1. FUND-MASTER U.S. Registration No. 1251037 Date: 9/13/83

TRADE NAMES AND UNREGISTERED MARKS:

1. FM-Light
2. GrassRoots

MODULES

1. FM Executive
2. FM Research
3. FM MailPro
4. FM Overlay
5. FM Bridge
6. FM Merge/Perge
7. FM Entry Plus
8. FM Membership
9. FM Ledger
10. FM Payables
11. Accounting Interface