

R.F.  
06-27-2000

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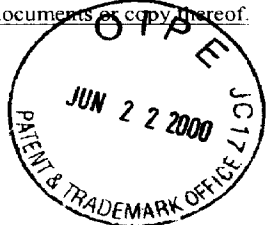
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101390495

To the Honorable Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

1. Name of conveying party:

Blackbaud, Inc.



2. Name and address of receiving party:

Bankers Trust Company,  
as Administrative Agent  
130 Liberty Street  
New York, NY 10006

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: June 19, 2000

4. Application numbers:

A. Trademark Application Nos.

B. Trademark Nos.

1,442,947; 1,876,456; 1,976,529;  
1,978,263; 2,105,852

5. Name and address of party to whom correspondence concerning document should be mailed:

Eriko Wada  
Legal Assistant  
O'Melveny & Myers LLP  
400 South Hope Street 17th Floor  
Los Angeles, CA 90071

6. Total number of applications and registrations involved:

1

7. Total fee:

\$40.00 (already paid)

8. Deposit Account Number:

N/A

9. 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.

Leah Shaffer  
Name of Person Signing

Signature

June 19, 2000  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

11-03-1999

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RECORDATION FORM COVER SHEET 1

TRADEMARKS

To the Honorable Commissioner of Patents and Trademarks:

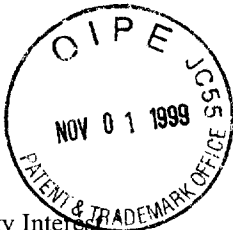
Please record the attached original documents or copy thereof.

1. Name of conveying party:

Blackbaud, Inc.

2. Name and address of receiving party:

Bankers Trust Company,  
as Administrative Agent  
130 Liberty Street  
New York, NY 10006



3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: October 13, 1999

4. Application numbers:

A. Trademark Application Nos.

B. Trademark Nos.

1,442,947; 1,876,456; 7,976,529;  
1,978,263; 2,105,852

5. Name and address of party to whom correspondence concerning document should be mailed:

Leah Shaffer  
Legal Assistant  
O'Melveny & Myers LLP  
400 South Hope Street 17th Floor  
Los Angeles, CA 90071

6. Total number of applications and registrations involved:

1

7. Total fee:

\$140.00 (Enclosed)

8. Deposit Account Number:

N/A

9. 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.

Leah Shaffer  
Name of Person Signing

*Leah Shaffer*  
Signature

October 28, 1999  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 1

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01 FC:481  
02 FC:482  
40.00 OP  
100.00 OP

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, BLACKBAUD, INC.**, a South Carolina corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Credit Agreement dated as of October 13, 1999 (said Credit Agreement, as so amended, restated, supplemented or otherwise modified, being the "**Credit Agreement**") with the financial institutions named herein on Schedule B (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Fleet National Bank, as Documentation Agent and First Union Securities, Inc., as Syndication Agent, and Bankers Trust Company, as Administrative Agent (in such capacity, "**Secured Party**");

**WHEREAS**, Under the Credit Agreement the Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

**WHEREAS**, pursuant to the terms of a Security Agreement dated as of October 13, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, in keeping with the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"); provided that trademarks, servicemarks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other sources and/or business identifiers and applications pertaining thereto considered to be work product performed for or acquired on behalf of customers of Grantor which have been assigned or are required to be assigned to such customer shall not be deemed Trademarks or Trademark Collateral; all registrations that have been or may hereafter be issued or applied for thereon in the

United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”); provided that registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries on behalf of or acquired on behalf of customers of Grantor or which have been assigned or are required to be assigned to such customer shall not be deemed Trademark Registrations or Trademark Collateral; all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including without limitation the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a)), of all obligations and liabilities of every nature of Grantor now or hereafter existing under or arising out of or in connection with the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and any Interest Rate Agreements (the “Lender Interest Rate Agreements”) with one or more Lenders (in such capacity, collectively, “Interest Rate Exchangers”), and all extensions or renewals thereof, whether for principal, interest (including without limitation interest that, but for the filing of a petition in bankruptcy with respect to Grantor, would accrue on such obligations), reimbursement of amounts drawn under letters of credit, payments for early termination of Lender Interest Rate Agreements, fees, expenses, indemnities or otherwise, whether voluntary or involuntary, direct or indirect, absolute or contingent, liquidated or unliquidated, whether or not jointly owed with others, and whether or not from time to time decreased or extinguished and later increased, created or incurred, and all or any portion of such obligations or liabilities that

are paid, to the extent all or any part of such payment is avoided or recovered directly or indirectly from Secured Party or any Lender or Interest Rate Exchanger as a preference, fraudulent transfer or otherwise (all such obligations and liabilities being the "Underlying Debt"), and all obligations of every nature of Grantor now or hereafter existing under this Agreement (all such obligations of Grantor, together with the Underlying Debt, being the "Secured Obligations").

Anything contained herein to the contrary notwithstanding, (a) Grantor shall remain liable under any contracts and agreements included in the Trademark Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Secured Party of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, and (c) Secured Party shall not have any obligation or liability under any contracts and agreements included in the Trademark Collateral by reason of this Agreement, nor shall Secured Party be obligated to perform any of the obligations or duties of Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

If Grantor fails to perform any agreement contained herein, Secured Party may itself perform, or cause performance of, such agreement, and the expenses of Secured Party incurred in connection therewith shall be payable by Grantor under subsection 10.2 of the Credit Agreement.

If any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, Secured Party may exercise in respect of the Trademark Collateral, in addition to all other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Uniform Commercial Code as in effect in any relevant jurisdiction (the "Code") (whether or not the Code applies to the affected Trademark Collateral), and also may (a) require Grantor to, and Grantor hereby agrees that it will at its expense and upon request of Secured Party forthwith, assemble all or part of the Trademark Collateral as directed by Secured Party and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties, (b) enter onto the property where any Trademark Collateral is located and take possession thereof with or without judicial process, (c) prior to the disposition of the Trademark Collateral, store, process, repair or recondition the Trademark Collateral or otherwise prepare the Trademark Collateral for disposition in any manner to the extent Secured Party deems appropriate, (d) take possession of Grantor's premises or place custodians in exclusive control thereof, remain on such premises and use the same and any of Grantor's equipment for the purpose of completing any work in process, taking any actions described in the preceding clause (c) and collecting any Secured Obligation, and (e) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Secured Party may deem commercially reasonable. Secured Party or any Lender or Interest Rate Exchanger may be the purchaser of any or all of the Trademark Collateral at any such sale and Secured Party, as agent for and representative of Lenders and Interest Rate Exchangers (but not any Lender or Lenders or Interest Rate Exchanger or Interest Rate Exchangers in its or their respective individual capacities unless Requisite

Obligees as defined in the Security Agreement shall otherwise agree in writing, shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Trademark Collateral sold at any such public sale, to use and apply any of the Secured Obligations as a credit on account of the purchase price for any Trademark Collateral payable by Secured Party at such sale. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Grantor, and Grantor hereby waives (to the extent permitted by applicable law) all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. Grantor agrees that, to the extent notice of sale shall be required by law, at least ten days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Grantor hereby waives any claims against Secured Party arising by reason of the fact that the price at which any Trademark Collateral may have been sold at such a private sale was less than the price which might have been obtained at a public sale, even if Secured Party accepts the first offer received and does not offer such Trademark Collateral to more than one offeree. If the proceeds of any sale or other disposition of the Trademark Collateral are insufficient to pay all the Secured Obligations, Grantor shall be liable for the deficiency and the fees of any attorneys employed by Secured Party to collect such deficiency.

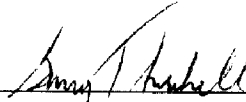
Anything contained herein to the contrary notwithstanding, upon the occurrence and during the continuation of an Event of Default, (i) Secured Party shall have the right (but not the obligation) to bring suit, in the name of Grantor, Secured Party or otherwise, to enforce any Trademark Collateral, in which event Grantor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Secured Party as provided in subsections 10.2 and 10.3 of the Credit Agreement, in connection with the exercise of its rights under this Section, and, to the extent that Secured Party shall elect not to bring suit to enforce any Trademark Collateral as provided in this Section, Grantor agrees to use all reasonable measures, whether by action, suit, proceeding or otherwise, to prevent the infringement of any of the Trademark Collateral by others and for that purpose agrees to use its commercially reasonable judgement in maintaining any action, suit or proceeding against any Person so infringing reasonably necessary to prevent such infringement; (ii) upon written demand from Secured Party, Grantor shall execute and deliver to Secured Party an assignment or assignments of the Trademark Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; (iii) Grantor agrees that such an assignment and/or recording shall be applied to reduce the Secured Obligations outstanding only to the extent that Secured Party (or any Lender) receives cash proceeds in respect of the sale of, or other realization upon, the Trademark Collateral; and (iv) within five Business Days after written notice from Secured Party, Grantor shall make available to Secured Party, to the extent within Grantor's power and authority, such personnel in Grantor's employ on the date of such Event of Default as Secured Party may reasonably designate, by name, title or job responsibility, to permit Grantor to continue, directly or indirectly, to produce, advertise and sell the products and services sold or delivered by Grantor under or in connection with the Trademarks,

Trademark Registrations and Trademark Rights, such persons to be available to perform their prior functions on Secured Party's behalf and to be compensated by Secured Party at Grantor's expense on a per diem, pro-rata basis consistent with the salary and benefit structure applicable to each as of the date of such Event of Default.

If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment to Secured Party of any rights, title and interests in and to the Trademark Collateral shall have been previously made, and (iv) the Secured Obligations shall not have become immediately due and payable, upon the written request of Grantor, Secured Party shall promptly execute and deliver to Grantor such assignments as may be necessary to reassign to Grantor any such rights, title and interests as may have been assigned to Secured Party as aforesaid, subject to any disposition thereof that may have been made by Secured Party; provided, after giving effect to such reassignment, Secured Party's security interest granted pursuant hereto, as well as all other rights and remedies of Secured Party granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of all Liens other than Liens (if any) encumbering such rights, title and interest at the time of their assignment to Secured Party and Permitted Encumbrances (as defined in the Credit Agreement).

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13th day of OCTOBER, 1999.

**BLACKBAUD, INC.**

By:   
Name: GARY THORNHILL  
Title: EXECUTIVE VICE PRESIDENT



**SCHEDULE 1(a) TO SECURITY AGREEMENT  
(also to be used as Schedule A to Trademark Security Agreement)**

**Trademarks**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blackbaud, Inc.	The Raiser's Edge	1,442,947	6/16/87
Blackbaud, Inc.	The Raiser's Edge	1,876,456	1/31/95
Blackbaud, Inc.	RE: Event	1,976,529	5/28/96
Blackbaud, Inc.	Paragon	1,978,263	6/4/96
Blackbaud, Inc.	Matchfinder	2,105,852	10/14/97

**SCHEDULE B**

Bankers Trust  
Company  
Fleet National Bank  
First Union National  
Bank

O

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**O'MELVENY & MYERS LLP**

CENTURY CITY  
NEWPORT BEACH  
NEW YORK  
SAN FRANCISCO  
WASHINGTON, D.C.

400 South Hope Street  
Los Angeles, California 90071-2899

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INTERNET: [www.ommm.com](http://www.ommm.com)

HONG KONG  
LONDON  
SHANGHAI  
TOKYO



June 20, 2000

**VIA EXPRESS MAIL**

Maya Bennett  
US PTO Office  
Assignment Division  
Box Assignments, CG-4  
1213 Jefferson Davis Hwy, Suite 320  
Washington, D.C. 20231

OUR FILE NUMBER  
045,710-829

WRITER'S DIRECT DIAL  
213-430-6264

WRITER'S E-MAIL ADDRESS  
[lshaffer@omm.com](mailto:lshaffer@omm.com)

**Re: Trademark Cover Sheet Correction**

Dear To Whom It May Concern:

Please find enclosed the new cover sheet for the previously submitted Grant of Trademark Security Interest. Please note the correction, as requested, and complete the filing with a new filing date. Please send the completed filing to Eriko Wada at the above address.

Thank you very much.

Very truly yours,

R. Leah Shaffer  
Legal Assistant

Enclosures

LA1:895584.1

RECORDED: 06/22/2000

TRADEMARK  
REEL: 002092 FRAME: 0801