

05-30-2001

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5/22/01



101736843

Attorney Docket No.: 160034.0024

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

1. Name of conveying party(ies):
Special Teams, Inc.

2. Name and address of receiving party(ies):
Blackboard Campuswide, Inc.
1899 L Street, N.W.,
Suite 500
Washington, D.C. 20036

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other:

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: Delaware
- Other:

Execution Date: December 15, 2000

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

75/545,765

B. Trademark Registration No.(s):

1,764,223



05-22-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

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

Karol A. Kepchar
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
1676 International Drive, Penthouse
McLean, Virginia 22102
Telephone: 703-891-7500
Facsimile: 703-891-7501
E-Mail: kkepchar@akingump.com

6. Total number of applications and registrations involved: [2]

7. Total fee (37 CFR 3.41) Cal. $\frac{1}{1} \times \$40.00 = \65.00
 $\frac{1}{1} \times \$25.00 = \$$

Authorized to be charged to deposit account

8. Deposit account number: 50-1017

DO NOT USE THIS SPACE

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.

KAROL A. KEPCHAR

Date

May 17, 2001

Total number of pages including cover sheet, attachments and document: [7]

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the 15th day of December, 2000, by and between BLACKBOARD CAMPUSWIDE, INC., a Delaware corporation ("Buyer") and SPECIAL TEAMS, INC., a South Dakota corporation ("Seller").

Recitals

WHEREAS, Seller, Buyer and College Enterprises, Inc., a Delaware corporation ("CEI") entered into an Asset Purchase Agreement (the "Purchase Agreement") of even date pursuant to which Seller has agreed to sell and Buyer has agreed to buy substantially all of the assets of and assumed certain of the liabilities of Seller. Unless otherwise provided herein, all capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Seller is the owner of the registered and unregistered trade names, trademarks and service marks set forth on Schedule A attached hereto, together with all goodwill of the business associated therewith (the "Marks").

WHEREAS, Buyer wishes to obtain all right, title and interest in and to the Marks, including the goodwill associated therewith, from Seller.

WHEREAS, Seller wishes to convey, transfer, assign, deliver, and contribute to Buyer all of its right, title and interest in and to the Marks, including all goodwill associated therewith.

WHEREAS, The parties desire to memorialize in writing their agreement with respect to the transfer to Buyer of all of Seller's right, title, and interest in and to the Marks, including the goodwill associated therewith.

Now therefore, in consideration of the foregoing, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I ASSIGNMENT

1.1 Conveyance of Rights. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller, for itself and its predecessors in title, if any, hereby transfers, grants, conveys, assigns, delivers, contributes and relinquishes exclusively to Buyer, its successors and assigns, (a) all of Seller's right, title and interest in and to the Marks, together with the goodwill of the business relating thereto; (b) all income, royalties, damages, and payments hereafter due or payable to Seller with respect to the Marks, including without limitation, damages and payments for past or future infringements; and (c) all rights to sue for past, present and future infringements or misappropriations of the Marks.

1.2 Further Assurances. Seller shall execute and deliver, from time to time after the date

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hereof upon the request of Buyer, such further conveyance instruments, documents, papers, forms, and authorizations, and shall take all other actions, as may be necessary or desirable for securing, completing or vesting in Buyer the ownership of the Marks, to the fullest extent possible. In addition to and not in limitation of the foregoing, Seller agrees to: (i) execute, acknowledge and deliver any affidavits or documents of assignment and conveyance regarding the Marks, (ii) provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Buyer and to the Marks, and (iii) perform any other acts deemed necessary to carry out the intent of this Assignment and the Purchase Agreement in connection with the Marks.

1.3 Acknowledgement of Rights. In furtherance of this Assignment, Seller hereby acknowledges that, from this date forward, Buyer has succeeded to all of Seller's right, title and standing to (i) receive all rights and benefits pertaining to the Marks, (ii) institute and prosecute all suits and proceedings and take all actions that Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Marks, and (iii) defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Buyer, in its sole discretion, deems advisable.

1.4 Return of Materials. Seller shall immediately surrender to Buyer all materials and work product in Seller's possession or within Seller's control (including all copies thereof) relating to the Marks.

1.5 Power of Attorney. To effectuate the terms of this Article 1, Seller hereby names and irrevocably constitutes and appoints Buyer, with the full power of substitution therein, as Seller's true and lawful attorney-in-fact to exercise the rights assigned hereby.

ARTICLE II **GENERAL PROVISIONS**

2.1 Waiver. The waiver by any party to this Assignment of a breach of any provision of this Assignment shall not operate or be construed as a waiver of any prior or subsequent breach of the same by the other party or a waiver of a breach of another provision of this Assignment by the other party. No waiver or modification of any provision of this Assignment shall be valid unless in writing and duly executed by the party charged with the waiver or modification.

2.2 Assignment. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2.3 Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

2.4 Entire Agreement. This Assignment and the Purchase Agreement contains the

complete agreement concerning the arrangement between Seller and Buyer regarding its subject matter and supersedes all other similar agreements or understanding between the parties, whether oral or written, consistent or inconsistent. with this Assignment and the Purchase Agreement.

[signature page follows]

IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be duly executed and delivered on the date first written above.

BLACKBOARD CAMPUSWIDE, INC.

By: [Signature]
Print Name: _____
Title: _____

SPECIAL TEAMS, INC.

By: [Signature]
Print Name: Kenneth Krushel
Title: President

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IN WITNESS WHEREOF, Seller and Buyer have caused this Assignment to be duly executed and delivered on the date first written above.

BLACKBOARD CAMPUSWIDE, INC.

By: _____
Print Name: _____
Title: _____

SPECIAL TEAMS, INC.

By: *Kenneth J. Krushel*
Print Name: Kenneth Krushel
Title: President

SCHEDULE A

TRADEMARKS ASSIGNMENT

Mark

Registration/Serial Number (if applicable)

Access 2000 ®

Registration No. 1764223

Envision

Registration pending/Serial Number 75/545765

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TRADEMARK
REEL: 002311 FRAME: 0903