

7521

07-16-2001



101777355  
TRADEMARKS ONLY

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

**Submission Type**

New

Resubmission Document ID # \_\_\_\_\_ (Non-Recordation)

Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name JUL - 5 2001  
Effective Date Month Day Year  
06/15/2001

Other \_\_\_\_\_

**Conveying Party**

Mark if additional names of conveying parties attached

Name Blackbaud, Inc. Execution Date Month Day Year 06/28/2001

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization South Carolina

**Receiving Party**

Mark if additional names of receiving parties attached

Name Blackbaud, LLC

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2000 Daniel Island Drive

Address (line 2) \_\_\_\_\_

Address (line 3) Charleston South Carolina 29492  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization South Carolina

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**

07/13/2001 101AZ1 00000011 75858400

OP FC:481 40.00 OP

OP FC:482 475.00 OP

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**

**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" value="75/858,400"/>	<input type="text" value="76/005,275"/>	<input type="text" value="76/038,240"/>	<input type="text" value="1,442,947"/>	<input type="text" value="1,978,263"/>	<input type="text" value="2,289,725"/>
<input type="text" value="76/134,416"/>	<input type="text" value="76/038,221"/>	<input type="text"/>	<input type="text" value="1,876,456"/>	<input type="text" value="2,105,852"/>	<input type="text" value="2,289,724"/>
<input type="text" value="76/005,276"/>	<input type="text" value="76/038,241"/>	<input type="text"/>	<input type="text" value="1,976,529"/>	<input type="text" value="2,289,723"/>	<input type="text" value="2,289,726"/>

**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.

Christopher D. Morris  
Name of Person Signing

  
Signature

07/05/2001  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

Name

DBA/AKA/TA

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 the Assignment).

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**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)**

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2289728	<input type="text"/>	<input type="text"/>
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## ASSIGNMENT OF SERVICE/TRADEMARKS

This Assignment of Service/Trademark (this "**Assignment**") is entered into as of June 15, 2001, by and between Blackbaud Inc., a South Carolina corporation, having its principal place of business at 2000 Daniel Island Drive ("**Assignor**") and Blackbaud LLC, a South Carolina limited liability Assignee, having its principal place of business at 2000 Daniel Island Drive (the "**Company**").

### RECITALS

**WHEREAS**, Blackbaud, Inc. has adopted the marks listed on the attached Schedule A (the "**Marks**") for which it has filed trademark applications in the United States Patent and Trademark Office; and

**WHEREAS**, Blackbaud, LLC, is acquiring the entire interest in the Marks, the goods associated with the Marks(s) and accompanying goodwill pursuant to the parties' Asset Transfer Agreement, dated May 24, 2001.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Company agree as follows:

1. *Assignment of Marks.* Assignor hereby assigns all of Assignor's rights, title and interest worldwide in and to the Marks to Company, subject to all mortgages, liens, claims, restrictions and encumbrances, which rights shall include, without limitation, all trademarks, trademark registrations, trademark applications and all associated rights in the Marks.

2. *Valid Assignment.* Assignor represents and warrants that the Marks are original and that Assignor has never transferred, licensed or assigned any rights in or to the Marks to any other person or entity other than Company, and has all necessary consents, rights and authority to make this Assignment.

3. *Cooperation.* Assignor will make all reasonable efforts to assist Company, at Company's expense, in securing, perfecting, protecting and registering the trademark transferred in this Assignment.

The Commissioner of Patents and Trademarks is requested to issue the Certificate of Registration for this Application to Assignee.

[Remainder of this page left intentionally blank]

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be duly executed as of the date first written above.

**BLACKBAUD, INC.**

A handwritten signature in black ink, appearing to read "Timothy V. Williams", written over a horizontal line.

By: Timothy V. Williams  
Its: Vice President & Chief Financial Officer

STATE OF SOUTH CAROLINA )

)

COUNTY OF CHARLESTON )

On this 19<sup>TH</sup> day of JUNE, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared TIMOTHY V. WILLIAMS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Elizabeth Miranda*

[Seal]

**SCHEDULE A  
TO  
ASSIGNMENT OF SERVICE/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
Blackbaud, Inc.	RE:ZIP	2,289,723	11/2/99
Blackbaud, Inc.	RE:VOLUNTEER	2,289,725	11/2/99
Blackbaud, Inc.	RE:QUEUE	2,289,724	11/2/99
Blackbaud, Inc.	RE:TRIBUTE	2,289,726	11/2/99
Blackbaud, Inc.	RE:MEMBER	2,289,727	11/2/99
Blackbaud, Inc.	RE:ALUM	2,289,728	11/2/99
Blackbaud, Inc.	Blackbaud (Class 9)	2,397,946	10/24/00
Blackbaud, Inc.	Blackbaud (Class 42)	75/858,400	NA <sup>1</sup>
Blackbaud, Inc.	Blackbaud Delivers	76/134,416	NA <sup>2</sup>
Blackbaud, Inc.	FundMaster	1,251,037	NA <sup>3</sup>
Blackbaud, Inc.	RE:OPEN	76/005,276	NA <sup>4</sup>
Blackbaud, Inc.	RE:WEB	76/005,275	NA <sup>5</sup>
Blackbaud, Inc.	Open Philanthropy Exchange	76/038,221	NA <sup>6</sup>
Blackbaud, Inc.	RE:OPX	76/038,241	NA <sup>7</sup>
Blackbaud, Inc.	OPX	76/038,240	NA <sup>8</sup>

<sup>1</sup>Amendment and Response to Office Action filed on November 17, 2000. Awaiting decision by examining attorney at the United States Patent & Trademark Office (the "PTO").

<sup>2</sup>In use application submitted to the PTO on September 20, 2000. Awaiting examination of application by PTO.

<sup>3</sup>Notice of Recordation of Assignment received from the PTO on June 19, 2000. Section 8 and 9 Affidavits (Renewal) due by September 13, 2003.

<sup>4</sup>Office action received from the PTO. Response due by March 22, 2001.

<sup>5</sup>Trademark application published for opposition on December 19, 2000.

<sup>6</sup>Trademark application pending with the PTO.

<sup>7</sup>Trademark application pending with the PTO.

<sup>8</sup>Trademark application pending with the PTO.