

7-100)

07-16-2001



IEET

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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 Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

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

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 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

07/16/2001 DBYRNE 00000009 75858400

Q1 FC:481 40.00 09

Q2 FC:482 475.00 09

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="76/134,416"/>	<input type="text" value="76/038,221"/>	<input type="text"/>
<input type="text" value="76/005,276"/>	<input type="text" value="76/038,241"/>	<input type="text"/>

<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="1,876,456"/>	<input type="text" value="2,105,852"/>	<input type="text" value="2,289,724"/>
<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

07/09/2001
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)

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Trademark Application Number(s)

Registration Number(s)

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2,289,727	<input type="text"/>	<input type="text"/>
2,289,728	<input type="text"/>	<input type="text"/>
2,397,946	<input type="text"/>	<input type="text"/>
1,251,037	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BLACKBAUD, LLC, a South Carolina limited liability company (“**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, together with Blackbaud Inc. joint and severally, as borrowers (the “**Borrowers**”) 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**”; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), Fleet Boston Corporation (formerly known as 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 Borrowers 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 Borrowers 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, subject to 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

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 24th this day of May, 2001.

BLACKBAUD, LLC.

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

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Blackbaud, LLC	The Raiser's Edge	1,442,947	6/16/87
Blackbaud, LLC	The Raiser's Edge	1,876,456	1/31/95
Blackbaud, LLC	RE: Event	1,976,529	5/28/96
Blackbaud, LLC	Paragon	1,978,263	6/4/96
Blackbaud, LLC	Matchfinder	2,105,852	10/14/97
Blackbaud, LLC	RE:ZIP	2,289,723	11/2/99
Blackbaud, LLC	RE:VOLUNTEER	2,289,725	11/2/99
Blackbaud, LLC	RE:QUEUE	2,289,724	11/2/99
Blackbaud, LLC	RE:TRIBUTE	2,289,726	11/2/99
Blackbaud, LLC	RE:MEMBER	2,289,727	11/2/99
Blackbaud, LLC	RE:ALUM	2,289,728	11/2/99
Blackbaud, LLC	Blackbaud (Class 9)	2,397,946	10/24/00
Blackbaud, LLC	Blackbaud (Class 42)	75/858,400	NA ¹
Blackbaud, LLC	Blackbaud Delivers	76/134,416	NA ²
Blackbaud, LLC	FundMaster	1,251,037	NA ³
Blackbaud, LLC	RE:OPEN	76/005,276	NA ⁴
Blackbaud, LLC	RE:WEB	76/005,275	NA ⁵
Blackbaud, LLC	Open Philanthropy Exchange	76/038,221	NA ⁶
Blackbaud, LLC	RE:OPX	76/038,241	NA ⁷
Blackbaud, LLC	OPX	76/038,240	NA ⁸

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

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

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

⁴ Office action received from the PTO. Response due by March 22, 2001.

⁵ Trademark application published for opposition on December 19, 2000.

⁶ Trademark application pending with the PTO.

⁷ Trademark application pending with the PTO.

⁸ Trademark application pending with the PTO.

Schedule A

Grant of Trademark Security Interest

LA1:930438.3