

D

10-11-2001

FORM PTO-1534 (Modified)  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101870749

Attorney Docket No.: 160034.0024

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

<p>1. Name of conveying party(ies): iCOLLEGE, Inc.</p> <p>10-02-2001 U.S. Patent &amp; TMO's/TM Mail Rept Dt. #70</p>	<p>2. Name and address of receiving party(ies): Blackboard iCollege, Inc. 1899 L Street, N.W., Suite 500 Washington, D.C. 20036</p> <p><input type="checkbox"/> Individual(s) citizenship: <input type="checkbox"/> Association: <input type="checkbox"/> General Partnership: <input type="checkbox"/> Limited Partnership: <input checked="" type="checkbox"/> Corporation-State: Delaware <input type="checkbox"/> Other:</p> <p>If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: <input type="checkbox"/> Yes; <input checked="" type="checkbox"/> No</p> <p>(Designations must be a separate document from Assignment)</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment                      <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement              <input type="checkbox"/> Change of Name <input type="checkbox"/> Other:</p> <p>Execution Date: December 15, 2000</p> <p style="text-align: right; font-size: 2em;">10/02/01</p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s):  75/744,555</p> <p>B. Trademark Registration No.(s):  2,045,384 1,104,532 2,041,000 2,011,820</p>
<p>5. Name and address of party to whom correspondence document should be mailed:</p> <p>Karol A. Kepchar <b>AKIN, GUMP, STRAUSS, HAUER &amp; FELD, L.L.P.</b> 1676 International Drive, Penthouse McLean, Virginia 22102 Telephone: 703-891-7500 Facsimile: 703-891-7501 E-Mail: kkepchar@akingump.com</p>	<p>6. Total number of applications and registrations involved: [ 5</p> <p>7. Total fee (37 CFR 3.41) Cal. <u>1</u> x \$40.00 = \$ <u>140.00</u> <u>4</u> x \$25.00 = \$ <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>50-1017</u></p>

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

9/27/01

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

OMB No. 0651-0011 (exp. 4/94)

10/10/2001 LMELEER 00000146 75744555  
40.00 DP  
100.00 DP

TRADEMARK  
REEL: 002381 FRAME: 0098

101

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into as of the 15<sup>th</sup> day of December, 2000, by and between BLACKBOARD iCOLLEGE, INC., a Delaware corporation ("Buyer") and iCOLLEGE, INC., a Delaware 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

240908 v3

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.

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

BLACKBOARD iCOLLEGE, INC.

By: [Signature]  
Print Name: Andrew H. Baird  
Title: \_\_\_\_\_

iCOLLEGE, INC.

By: \_\_\_\_\_  
Print Name: Kenneth Krushel  
Title: President

116  
117  
118  
119  
12  
1

02/05/2001 17:52 FAX 202 463 4863  
01/22/2001 13:21 FAX 703 891 7501

BLACKBOARD INC  
ARIN GUMP

004

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.

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

BLACKBOARD iCOLLEGE, INC.

By: [Signature]  
Print Name: Arin Gump  
Title: \_\_\_\_\_

iCOLLEGE, INC.

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

F&B 241158 v1:12388/012

116  
117  
118  
119  
120  
121

SCHEDULE A

TRADEMARKS ASSIGNMENT

<u>Mark</u>	<u>Registration/Serial Number (if applicable)</u>
Collegenet™	2,045,384
College Service™	1,104,532
College on-line™	2,041,000
Collegetown™	2,041,820
[iCollege]	Registration pending/Serial Number 75/744,555

P&H 241158 v1:12588/012

4