

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Campagne Associates, Ltd. | | 01/20/2006 | CORPORATION: NEW HAMPSHIRE |
| RECEIVING PARTY DATA | | | |
| Name: | Blackbaud, Inc. | | |
| Street Address: | 2000 Daniel Island Drive | | |
| City: | Charleston | | |
| State/Country: | SOUTH CAROLINA | | |
| Postal Code: | 29492 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2660600 | ALCHEMY THE ART AND SCIENCE OF FUNDRAISING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (919)781-4865 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 919-781-4000 | | |
| Email: | rjones@wyrick.com | | |
| Correspondent Name: | Robert T. Jones, Jr., Paralegal | | |
| Address Line 1: | 4101 Lake Boone Trail | | |
| Address Line 2: | Suite 300 | | |
| Address Line 4: | Raleigh, NORTH CAROLINA 27607 | | |
| ATTORNEY DOCKET NUMBER: | 9458.113 | | |
| NAME OF SUBMITTER: | Robert T. Jones, Jr. | | |
| Signature: | /rtj/ | | |

OP \$40.00 2660600

Date:

01/30/2006

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (“Assignment and Assumption of Intellectual Property”) is executed this 20th day of January 2006 by and between Blackbaud, Inc., a Delaware corporation (“Buyer”) and Campagne Associates, Ltd., a New Hampshire corporation (“Seller”).

RECITALS

1. Buyer, Seller and Richard V. Pratte and Craig P. Ahlquist, as Interstholders, are parties to a certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”).
2. Pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer all of its right, title and interest in and to all of its Intellectual Property and Intellectual Property Rights (as defined in the Purchase Agreement) and, in connection therewith, Buyer has agreed to accept such assignment.
3. Seller’s Intellectual Property includes, among other things, those registered items of Intellectual Property set forth on Annex A hereto (the “Listed Company Intellectual Property”).

AGREEMENTS

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agree that:

1. Capitalized Terms. Capitalized terms defined in the Purchase Agreement and not otherwise defined herein are used herein with the meanings set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
2. Assignment. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer, and Buyer does hereby accept and assume, all of Seller’s worldwide right, title and interest in and to Seller’s Intellectual Property and Intellectual Property Rights, including but not limited to the Owned Intellectual Property, as set forth in the Purchase Agreement.
3. Assumption. Buyer hereby accepts the foregoing assignment, and in connection therewith, Buyer hereby agrees to assume, perform and discharge Seller’s obligations under the Seller’s Intellectual Property, including but not limited to the Licensed Intellectual Property, arising from and after the Closing Date under the Purchase Agreement.
4. Purchase Agreement. This Assignment and Assumption of Intellectual Property is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend or supersede any of the obligations, covenants, agreements, representations or warranties of Buyer or Seller contained in the Purchase Agreement or (ii) expand upon or limit the respective

rights, benefits, responsibilities and obligations of Buyer and Seller provided in or under the Purchase Agreement.

5. Further Actions. Each of Buyer and Seller covenant and agree, at its own expense, to execute and deliver, at the request of the other party, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the sale, assignment, conveyance, transfer and delivery of the Intellectual Property as provided herein and in the Purchase Agreement. Seller agrees from time to time, upon the request of Buyer, to execute, acknowledge and deliver all such further instruments or perform all such further acts as may be reasonably necessary or desirable, in the reasonable opinion of counsel for Buyer, in connection with the sale, assignment, conveyance, transfer and delivery of the Owned Intellectual Property as provided herein and in the Purchase Agreement, including, without limitation, recordation of this Assignment and Assumption of Intellectual Property with the U.S. Patent and Trademark Office.

6. Effective Time. The effective time of this Assignment and Assumption of Intellectual Property is the Effective Time under the Purchase Agreement.

7. Binding Effect. This Assignment and Assumption of Intellectual Property will be binding upon and will inure to the benefit of the parties and their successors and assigns.

8. Counterparts. This Assignment and Assumption of Intellectual Property may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. For purposes hereof, facsimile copies hereof and facsimile signatures hereof shall be authorized and deemed effective counterparts.

9. Governing Law. This Assignment and Assumption of Intellectual Property shall be governed by and construed in accordance with the internal laws of the State of South Carolina applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

Remainder of page intentionally left blank. Signature pages follow.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption of Intellectual Property as of the date first above written.

BUYER:

BLACKBAUD, INC.

By: 

Name: Marc Chardon

Title: President and Chief Executive Officer

SELLER:

CAMPAGNE ASSOCIATES, LTD.

By: _____

Name: Richard V. Pratte

Title: President


Signature page to Assignment and Assumption of Intellectual Property.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Assignment and Assumption of Intellectual Property as of the date first above written.

BUYER: **BLACKBAUD, INC.**

By: _____
Name: _____
Title: _____

SELLER: **CAMPAGNE ASSOCIATES, LTD.**

By: 
Name: Richard V. Pralle
Title: President & CEO

Signature page to Assignment and Assumption of Intellectual Property.

Annex A

Listed Company Intellectual Property

Trademark Registrations

| <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|---|-----------------|--------------------|
| Alchemy – The Art and Science of Fundraising® | #2,660,600 | December 10, 2002, |

Patent Applications

| <u>Patent</u> | <u>Serial No.</u> | <u>Date Filed</u> |
|--|-------------------|-------------------|
| A computerized Prospect Rating System and Method | #10/083,037 | October 2001 |