# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Blackboard Inc. | | 02/28/2006 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Credit Suisse, Cayman Islands Branch, as Administrative Agent |
| Street Address: | Eleven Madison Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Swiss bank: |

PROPERTY NUMBERS Total: 37

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2842368 | BB |
| Registration Number: | 2862053 | BB |
| Registration Number: | 2747013 | BB |
| Registration Number: | 2710644 | BB |
| Registration Number: | 2291981 | BB |
| Registration Number: | 2732874 | BB |
| Registration Number: | 2719628 | BB BLACKBOARD |
| Registration Number: | 2816404 | BEHIND THE BLACKBOARD |
| Registration Number: | 2771343 | BEHIND THE BLACKBOARD |
| Registration Number: | 2816403 | BEHIND THE BLACKBOARD |
| Registration Number: | 2806365 | BEHIND THE BLACKBOARD |
| Registration Number: | 2747014 | BLACKBOARD |
| Registration Number: | 2816405 | BLACKBOARD |
| Registration Number: | 2781592 | BLACKBOARD |

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|---|---|---|
| Registration Number: | 2892549 | BLACKBOARD |
| Registration Number: | 2814639 | BLACKBOARD |
| Registration Number: | 2822464 | BLACKBOARD |
| Registration Number: | 2315293 | BLACKBOARD |
| Registration Number: | 2729998 | BLACKBOARD |
| Registration Number: | 2590661 | BLACKBOARD |
| Serial Number: | 78607091 | BLACKBOARD BACKPACK |
| Registration Number: | 2894256 | BLACKBOARD BUILDING BLOCKS |
| Registration Number: | 2894257 | BLACKBOARD BUILDING BLOCKS |
| Registration Number: | 2775121 | BLACKBOARD BUILDING BLOCKS |
| Registration Number: | 2709743 | BLACKBOARD RESOURCE CENTER |
| Registration Number: | 2572671 | BLACKBOARD.COM |
| Registration Number: | 2619398 | BRINGING EDUCATION ONLINE |
| Registration Number: | 1104532 | COLLEGE SERVICE |
| Registration Number: | 2011820 | COLLEGETOWN |
| Registration Number: | 2682541 | COURSE CARTRIDGE |
| Registration Number: | 2521360 | COURSESITE |
| Registration Number: | 2469112 | MY BLACKBOARD |
| Registration Number: | 2607928 | POWERED BY BB BLACKBOARD WWW.BLACKBOARD.COM |
| Registration Number: | 2816498 | POWERED BY BLACKBOARD |
| Registration Number: | 2067259 | PROMETHEUS |
| Serial Number: | 78715466 | SCHOLAR |
| Registration Number: | 1263461 | THE ELECTRIC BLACKBOARD |

CORRESPONDENCE DATA


Fax Number: (714)755-8290

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626


| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 029032-0015 |
| NAME OF SUBMITTER: | Rhonda DeLeon |
| Signature: | /Rhonda DeLeon/ |

| | |
|---|---|
| Date: | 03/10/2006 |

Total Attachments: 19
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# TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of February 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH ("CS") as administrative agent (in such capacity and together with its successors, the "Administrative Agent") and as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of February 28, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Blackboard Inc. a Delaware corporation (the "Borrower"), the Lenders party thereto, CREDIT SUISSE, as sole bookrunner and sole lead arranger (in such capacity, the "Arranger"), CREDIT SUISSE, as syndication agent (in such capacity, the "Syndication Agent"), and CREDIT SUISSE, as documentation agent (in such capacity and together with its successors, the "Documentation Agent") and (ii) the other Secured Parties (as hereinafter defined).

**WHEREAS**, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

**WHEREAS**, the proceeds of the extensions of credit under the Credit Agreement will be used in part to enable the Borrower to (i) finance, in part, the Acquisition, (ii) pay fees and expenses incurred in connection with the Acquisition Transactions and (iii) provide ongoing working capital and for other general corporate purposes of the Borrower;

**WHEREAS**, the Borrower and the other Grantors are engaged in related businesses, and each Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

**WHEREAS**, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Guarantee and Collateral Agreement dated as of February 28, 2006 (the "Guarantee and Collateral Agreement") between the Grantors and the other grantors party thereto and the Collateral Agent to the Collateral Agent for the ratable benefit of the Secured Parties; and

**WHEREAS**, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent & Trademark Office;

**NOW, THEREFORE**, in consideration of the foregoing premises and to induce the Arranger, the Administrative Agent, the Collateral Agent, the Syndication Agent, the Documentation Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

each Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

**SECTION 1.** Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement or the Credit Agreement, as applicable.

**SECTION 2.** Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent, for the benefit of the Secured Parties, a security interest and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, all common law rights related thereto, including the registrations and applications referred to on Schedule A hereto (collectively, "Trademarks");

(b) any and all agreements explicitly providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto, other than any Grantor's contracts with its customers entered into in the ordinary course of business (collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill;

(f) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and

(g) all other rights of any kind whatsoever of any Grantor accruing thereunder or pertaining thereto.

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

**SECTION 3.** Precedence. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Guarantee and Collateral Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Guarantee and Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the



TRADEMARK
REEL: 003265 FRAME: 0144

Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

**SECTION 4.** Recordation. Each Grantor authorizes and requests that the United States Patent & Trademark Office and any other applicable government officer record this Trademark Security Agreement.

**SECTION 5.** Modification of Agreement. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Guarantee & Collateral Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantors' approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

**SECTION 6.** Termination. Upon payment and performance in full of all Obligations, the security interests created by this Trademark Security Agreement shall terminate and the Collateral Agent (at the Grantors' expense) shall promptly execute and deliver to the Grantors such documents and instruments reasonably requested by any Grantor as shall be necessary to evidence termination of all such security interests given by the Grantors to the Collateral Agent, for the benefit of the Secured Parties, hereunder, including cancellation of this Trademark Security Agreement by written notice from the Collateral Agent to the United States Patent & Trademark Office.

**SECTION 7.** General

(a) Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantors and their respective successors and assigns. Grantors shall not, without the prior written consent of the Secured Parties given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

BLACKBOARD INC.

By: _____
Name: Matthew H. Small
Title: Senior Vice President, General Counsel and Secretary

BLACKBOARD ACQUISITION COMPANY, LLC

By: _____
Name: Matthew H. Small
Title: Manager

Bb ACQUISITION CORP.

By: _____
Name: Matthew H. Small
Title: President and Secretary

BLACKBOARD INTERNATIONAL HOLDINGS INC.

By: _____
Name: Matthew H. Small
Title: President and Secretary

BLACKBOARD TENNESSEE LLC

By: _____
Name: Matthew H. Small
Title: Manager

COLLEGE ACQUISITION SUB, INC.

By: _____
Name: Matthew H. Small
Title: President and Secretary

BLACKBOARD iCOLLEGE, INC.

By: _____
Name: Matthew H. Small
Title: President and Secretary

BLACKBOARD CORP. (DE)

By: _____
Name: Matthew H. Small
Title: President and Secretary

Bb MANAGEMENT LLC

By: _____
Name: Matthew H. Small
Title: Manager

BLACKBOARD CAMPUSWIDE OF TEXAS, INC.

By: _____
Name: Matthew H. Small
Title: President, Secretary and Treasurer

ACKNOWLEDGMENT OF GRANTORS

STATE OF District of )
) ss.
COUNTY OF Columbia )

On this 27 day of February, 20__ before me personally appeared Matthew H. Small, and _____ proved to me on the basis of satisfactory evidence to be the person[s] who executed the foregoing instrument on behalf of the Grantor[s], who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Kelly Ann Shea
Notary Public

{seal}

My Commission Expires 12/14/08

[SIGNATURES CONTINUED ON NEXT PAGE]



TRADEMARK
REEL: 003265 FRAME: 0148

**SCHEDULE A**
**to**
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS AND TRADEMARK LICENSES**

1. ***See attached Table A for list of Blackboard, Inc. marks***
2. ***WebCT, Inc.***

| Mark | Jurisdiction | Class | Status | App./Reg. No. |
|---|---|---|---|---|
| WEBCT | Australia | 9 | Registered | 890,679 |
| WEBCT.COM GETTING SMARTER ALL THE TIME[1] | Australia | 9, 41 | Registered | 851,845 |
| WEBCT | Brazil | 9 | Pending | 824093593 |
| WEBCT | Canada | 9 | Registered | 563,079 |
| WEBCT | China | 9 | Registered | 3,024,959 |
| WEBCT | Colombia | 9 | Registered | 258,750 |
| WEBCT | European Community | 9, 41 | Registered | 1,545,417 |
| WEBCT.COM[2] | European Community | 9, 41 | Registered | 1,545,888 |
| WEBCT | Japan | 9 | Registered | 4,705,447 |
| UNIVERSAL LEARNING TECHNOLOGY | United States | 9 | Registered (03/13/01) | 2,434,520 |
| WEBCT | United States | 9 | Registered (01/23/01) | 2,423,014 |
| WEBCT VISTA | United States | 9 | Registered (04/26/05) | 2,944,309 |
| WEBCT VISTA | United States | 41 | Registered (05/18/04) | 2,843,546 |

[1] This trademark application registered on September 29, 2000. WebCT's Australian trademark counsel was instructed on August 23, 2001 to allow the registration to go abandoned in due course. WebCT does not know if the registration is still valid.

[2] This trademark application registered on March 8, 2000. WebCT's European trademark counsel was instructed on October 24, 2001 to allow the registration to go abandoned in due course. WebCT does not know if the registration is still valid.

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| Bb | Australia | 837130 | 30-May-2000 | 837130 | 30-Apr-2001 | 30-May-2010 | Registered | 42 |
| Bb | Australia | 869095 | 13-Mar-2001 | 869095 | 14-Jan-2002 | 13-Mar-2011 | Registered | 9 |
| Bb | Australia | 1017735 | 30-Aug-2004 | 1017735 | 26-Apr-2005 | 30-Aug-2014 | Registered | 41 |
| Bb | Australia | 837146 | 30-May-2000 | 837146 | 25-Jan-2001 | 30-May-2010 | Registered | 9, 42 |
| BLACKBOARD | Australia | 837144 | 30-May-2000 | 837144 | 30-Apr-2001 | 30-May-2010 | Registered | 42 |
| BLACKBOARD | Australia | 865604 | 09-Feb-2001 | 865604 | 02-Nov-2001 | 09-Feb-2011 | Registered | 9 |
| BLACKBOARD | Australia | 869094 | 13-Mar-2001 | 869094 | 20-Nov-2001 | 13-Mar-2011 | Registered | 9 |
| BLACKBOARD | Australia | 934305 | 12-Nov-2002 | 934305 | 09-Sep-2003 | 12-Nov-2012 | Registered | 41 |
| BLACKBOARD.COM | Australia | 837148 | 30-May-2000 | 837148 | 25-Jan-2001 | 30-May-2010 | Registered | 9, 42 |
| COURSE CARTRIDGE | Australia | 873315 | 20-Apr-2001 | 873315 | 15-Feb-2002 | 20-Apr-2011 | Registered | 9 |
| EDUCATION THAT CLICKS | Australia | 837152 | 30-May-2000 | 837152 | 25-Jan-2001 | 30-May-2010 | Registered | 42 |
| MY BLACKBOARD | Australia | 837154 | 30-May-2000 | 837154 | 18-Jan-2001 | 30-May-2010 | Registered | 42 |
| POWERED BY BLACKBOARD | Australia | 837153 | 30-May-2000 | 837153 | 25-Jan-2001 | 30-May-2010 | Registered | 42 |
| Bb | Benelux | 966155 | 31-May-2000 | 688070 | 01-Oct-2001 | 31-May-2010 | Registered | 42 |
| Bb | Benelux | 966153 | 31-May-2000 | 0686831 | 01-Oct-2001 | 31-May-2010 | Registered | 9, 42 |





TRADEMARK
REEL: 003265 FRAME: 0150

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| BLACKBOARD | Benelux | 966154 | 31-May-2000 | 0688515 | 01-Oct-2001 | 31-May-2010 | Registered | 42 |
| BLACKBOARD | Benelux | 983053 | 06-Feb-2001 | 0699138 | 06-Feb-2001 | 06-Feb-2011 | Registered | 9 |
| BLACKBOARD.COM | Benelux | 966152 | 31-May-2000 | 0686830 | 31-May-2000 | 31-May-2010 | Registered | 9, 42 |
| CourseInfo | Benelux | 966150 | 31-May-2000 | 0719603 | 31-May-2000 | 31-May-2010 | Registered | 9 |
| EDUCATION THAT CLICKS | Benelux | 966149 | 31-May-2000 | 690424 | 31-May-2000 | 31-May-2010 | Registered | 38,42 |
| MY BLACKBOARD | Benelux | 966147 | 31-May-2000 | 0686828 | 01-Oct-2001 | 31-May-2010 | Registered | 42 |
| POWERED BY BLACKBOARD | Benelux | 966148 | 31-May-2000 | 0686829 | 31-May-2000 | 31-May-2010 | Registered | 42 |
| BB | Brazil | 825127971 | 19-Nov-2002 | | | | Published | 41 |
| BLACKBOARD | Brazil | 824691750 | 24-Jun-2002 | | | | Published | 38 |
| BLACKBOARD | Brazil | 824691768 | 24-Jun-2002 | | | | Published | 42 |
| BLACKBOARD | Brazil | 824691776 | 24-Jun-2002 | | | | Published | 9 |
| BLACKBOARD | Brazil | 825127963 | 19-Nov-2002 | | | | Published | 41 |
| ELECTRIC BLACKBOARD | California | | | 52395 | 08-Nov-1999 | 08-Nov-2009 | Registered | 41 |
| BB | Canada | 1,159,814 | 27-Nov-2002 | 624,743 | 04-Nov-2004 | 04-Nov-2019 | Registered | 41 |
| Bb | Canada | 1,061,937 | 05-Jun-2000 | 562,672 | 28-May-2002 | 28-May-2017 | Registered | 42 |
| Bb | Canada | 1,095,932 | 14-Mar-2001 | 577,659 | 19-Mar-2003 | 19-Mar-2018 | Registered | 9 |





TRADEMARK
REEL: 003265 FRAME: 0151

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| | Canada | 1,061,935 | 05-Jun-2000 | 571,925 | 09-Dec-2002 | 09-Dec-2017 | Registered | 9, 42 |
| BLACKBOARD | Canada | 1,061,933 | 05-Jun-2000 | 565,975 | 16-Aug-2002 | 16-Aug-2017 | Registered | 42 |
| BLACKBOARD | Canada | 1,091,646 | 08-Feb-2001 | 580,384 | 01-May-2003 | 01-May-2018 | Registered | 9 |
| BLACKBOARD | Canada | 1,095,930 | 14-Mar-2001 | 600,227 | 22-Jan-2004 | 22-Jan-2019 | Registered | |
| BLACKBOARD | Canada | 1,159,812 | 27-Nov-2002 | 624,500 | 03-Nov-2004 | 03-Nov-2019 | Registered | 41 |
| BLACKBOARD.COM | Canada | 1,061,927 | 05-Jun-2000 | 562,933 | 03-Jun-2002 | 03-Jun-2017 | Registered | 9, 42 |
| BRINGING EDUCATION ONLINE | Canada | 1,061,928 | 05-Jun-2000 | 563,173 | 07-Jun-2002 | 07-Jun-2017 | Registered | 42 |
| CourseInfo | Canada | 1,061,936 | 05-Jun-2000 | 571,523 | 02-Dec-2002 | 02-Dec-2017 | Registered | 9 |
| COURSESITE | Canada | 1,061,929 | 05-Jun-2000 | 566,138 | 21-Aug-2002 | 21-Aug-2017 | Registered | 42 |
| EDUCATION THAT CLICKS | Canada | 1,061,932 | 05-Jun-2000 | 563,172 | 07-Jun-2002 | 07-Jun-2017 | Registered | 42 |
| MY BLACKBOARD | Canada | 1,061,930 | 05-Jun-2000 | 566,061 | 20-Aug-2002 | 20-Aug-2017 | Registered | 42 |
| POWERED BY BLACKBOARD | Canada | 1,061,931 | 05-Jun-2000 | 565,650 | 08-Aug-2002 | 08-Aug-2017 | Registered | 42 |
| Bb | China | 2000079396 | 06-Jun-2000 | 1627973 | 28-Aug-2001 | 27-Aug-2011 | Registered | 42 |
| | China | 2000076955 | 02-Jun-2000 | 1654333 | 21-Oct-2001 | 20-Oct-2011 | Registered | 9 |
| | China | 2000076977 | 02-Jun-2000 | 1774220 | 21-May-2002 | 20-May-2012 | Registered | 41 |





TRADEMARK
REEL: 003265 FRAME: 0152

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| 毕博 BIBO | China | 3429619 | 28-Jan-2003 | | | | Pending | 42 |
| 毕博 BIBO | China | 3429620 | 28-Jan-2003 | | | | Pending | 41 |
| 毕博 BIBO | China | 3429621 | 28-Jan-2003 | | | | Pending | 38 |
| 毕博 BIBO | China | 3429623 | 28-Jan-2003 | | | | Pending | 9 |
| BLACKBOARD | China | 3378832 | 22-Nov-2002 | 3378832 | 07-Jun-2004 | 06-Jun-2014 | Registered | 41 |
| BLACKBOARD | China | 2000079395 | 06-Jun-2000 | 1623935 | 21-Aug-2001 | 20-Aug-2011 | Registered | 42 |
| BLACKBOARD | China | 2001017398 | 09-Feb-2001 | 1983835 | 14-Sep-2002 | 13-Sep-2012 | Registered | 9 |
| BLACKBOARD.COM | China | 2000076954 | 02-Jun-2000 | 1654334 | 21-Oct-2001 | 20-Oct-2011 | Registered | 9 |
| BLACKBOARD.COM | China | 2000076975 | 02-Jun-2000 | 1774223 | 21-May-2002 | 20-May-2012 | Registered | 41 |
| COURSEINFO | China | 2000076952 | 02-Jun-2000 | 1654332 | 21-Oct-2001 | 20-Oct-2011 | Registered | 9 |
| CourseInfo | China | 2000076953 | 02-Jun-2000 | 1654331 | 21-Oct-2001 | 20-Oct-2011 | Registered | 9 |
| 黑板 HEIBAN | China | 3321055 | 26-Sep-2002 | 3321055 | 07-Apr-2004 | 06-Apr-2014 | Registered | 9 |



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TRADEMARK
REEL: 003265 FRAME: 0153

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| 黑板<br>HEIBAN | China | 3321054 | 26-Sep-2002 | 3321054 | 07-May-2004 | 06-May-2014 | Registered | 38 |
| 黑板<br>HEIBAN | China | 3321053 | 26-Sep-2002 | 3321053 | 28-Dec-2003 | 27-Dec-2013 | Registered | 41 |
| 黑板<br>HEIBAN | China | 3321052 | 26-Sep-2002 | 3321052 | 21-May-2004 | 20-May-2014 | Registered | 42 |
| MY BLACKBOARD | China | 2000076974 | 02-Jun-2000 | 1774221 | 21-May-2002 | 20-May-2012 | Registered | 41 |
| POWERED BY BLACKBOARD | China | 2000076976 | 02-Jun-2000 | 1774222 | 21-May-2002 | 20-May-2012 | Registered | 41 |
| BB | European Community | 002930584 | 13-Nov-2002 | 002930584 | 15-Apr-2004 | 13-Nov-2012 | Registered | 41 |
| Bb | European Community | 1683820 | 31-May-2000 | 1683820 | 20-Aug-2001 | 31-May-2010 | Registered | 42 |
| Bb | European Community | 1679802 | 29-May-2000 | 1679802 | 10-Sep-2001 | 29-May-2010 | Registered | 9, 38 |
| BLACKBOARD | European Community | 1678739 | 26-May-2000 | 1678739 | 10-Sep-2001 | 26-May-2010 | Registered | 42 |
| BLACKBOARD | European Community | 002076982 | 07-Feb-2001 | 002076982 | 14-Aug-2002 | 07-Feb-2011 | Registered | 9 |
| BLACKBOARD | European Community | 002930931 | 13-Nov-2002 | 002930931 | 15-Apr-2004 | 13-Nov-2012 | Registered | 41 |
| BLACKBOARD.COM | European Community | 1679703 | 29-May-2000 | 1679703 | 10-Sep-2001 | 29-May-2010 | Registered | 9, 38 |
| EDUCATION THAT CLICKS | European Community | 1680586 | 29-May-2000 | 1680586 | 10-Sep-2001 | 29-May-2010 | Registered | 38 |





TRADEMARK
REEL: 003265 FRAME: 0154

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| MY BLACKBOARD | European Community | 1678952 | 29-May-2000 | 1678952 | 10-Sep-2001 | 29-May-2010 | Registered | 38 |
| POWERED BY BLACKBOARD | European Community | 1679158 | 29-May-2000 | 1679158 | 10-Sep-2001 | 29-May-2010 | Registered | 38 |
| SCHOLAR | European Community | 4597449 | 16-Sept-2005 | | | | Pending | 9,41,42 |
| Bb | India | 928035 | 29-May-2000 | 928035 | 18-Jan-2005 | 29-May-2010 | Registered | 9 |
| BLACKBOARD | India | 1389587 | 04-Oct-2005 | | | | Pending | 42 |
| BLACKBOARD | India | 988527 | 06-Feb-2001 | | | | Pending | 9 |
| BLACKBOARD.COM | India | 928036 | 29-May-2000 | | | | Pending | 9 |
| COURSEINFO | India | 928038 | 29-May-2000 | 928038 | 14-May-2005 | 29-May-2010 | Registered | 9 |
| CourseInfo | India | 928037 | 29-May-2000 | | | | Published | 9 |
| BB | Israel | 160629 | 18-Nov-2002 | 160629 | 14-Apr-2004 | 18-Nov-2012 | Registered | 41 |
| Bb | Israel | 138186 | 25-May-2000 | 138186 | 2-Jul-2002 | 25-May-2007 | Registered | 42 |
| Bb | Israel | 138188 | 24-May-2003 | 138188 | 03-Mar-2004 | 24-May-2010 | Registered | 9 |
| Bb | Israel | 138189 | 25-May-2000 | 138189 | 02-Jan-2003 | 25-May-2007 | Registered | 42 |
| BLACKBOARD | Israel | 138187 | 05-Sept-2001 | 138187 | 25-May-2000 | 25-May-2007 | Registered | 42 |
| BLACKBOARD | Israel | 146553 | 08-Feb-2001 | 146553 | 02-Jan-2002 | 08-Feb-2008 | Registered | 9 |





TRADEMARK
REEL: 003265 FRAME: 0155

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| BLACKBOARD | Israel | 160630 | 18-Nov-2002 | 160630 | 02-Oct-2003 | 18-Nov-2012 | Registered | 41 |
| BLACKBOARD.COM | Israel | 138190 | 25-May-2000 | 138190 | 12-Oct-2001 | 25-May-2007 | Registered | 9 |
| BLACKBOARD.COM | Israel | 138191 | 25-May-2000 | 138191 | 04-Dec-2001 | 25-May-2007 | Registered | 42 |
| BLACKBOARD.COM | Israel | 148339 | 11-Apr-2001 | 148339 | 03-May-2002 | 11-Apr-2008 | Registered | 41 |
| COURSEINFO | Israel | 138192 | 25-May-2000 | 138192 | 02-July-2002 | 25-May-2007 | Registered | 9 |
| CourseInfo | Israel | 138193 | 25-May-2000 | 138193 | 05-Feb-2002 | 25-May-2007 | Registered | 9 |
| COURSESITE | Israel | 138196 | 25-May-2000 | 138196 | 04-Dec-2001 | 25-May-2007 | Registered | 42 |
| COURSESITE | Israel | 147954 | 28-Mar-2001 | 147954 | 03-May-2002 | 28-Mar-2008 | Registered | 41 |
| MY BLACKBOARD | Israel | 138195 | 25-May-2000 | 138195 | 04-Dec-2001 | 25-May-2007 | Registered | 42 |
| MY BLACKBOARD | Israel | 148340 | 11-Apr-2001 | 148340 | 04-Aug-2002 | 11-Apr-2008 | Registered | 41 |
| POWERED BY BLACKBOARD | Israel | 138194 | 25-May-2000 | 138194 | 04-Aug-2002 | 25-May-2007 | Registered | 42 |
| Bb | Japan | 2000-061417 | 05-Jun-2000 | 4597326 | 23-Aug-2002 | 23-Aug-2012 | Registered | 41, 42 |
| Bb | Japan | 2000-061416 | 05-Jun-2000 | 4825628 | 17-Dec-2004 | 17-Dec-2014 | Registered | 9,41,42 |
| BLACKBOARD | Japan | 2000-060510 | 01-Jun-2000 | 4571565 | 24-May-2002 | 24-May-2012 | Registered | 41, 42 |
| BLACKBOARD | Japan | 2001-009602 | 07-Feb-2001 | 4499612 | 17-Aug-2001 | 17-Aug-2011 | Registered | 9 |
| BLACKBOARD.COM | Japan | 2000-060515 | 01-Jun-2000 | 4523929 | 22-Nov-2001 | 22-Nov-2011 | Registered | 9, 41, 42 |





TRADEMARK
REEL: 003265 FRAME: 0156

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| COURSEINFO | Japan | 2000-060518 | 01-Jun-2000 | 4435141 | 24-Nov-2000 | 24-Nov-2010 | Registered | 9 |
| CourseInfo | Japan | 2000-061412 | 05-Jun-2000 | 4435142 | 24-Nov-2000 | 24-Nov-2010 | Registered | 9 |
| COURSESITE | Japan | 2000-060523 | 01-Jun-2000 | 4526956 | 07-Dec-2001 | 07-Dec-2011 | Registered | 41, 42 |
| MY BLACKBOARD | Japan | 2000-060522 | 01-Jun-2000 | 4523931 | 22-Nov-2001 | 22-Nov-2011 | Registered | 41, 42 |
| POWERED BY BLACKBOARD | Japan | 2000-060520 | 01-Jun-2000 | 4523930 | 22-Nov-2001 | 22-Nov-2011 | Registered | 41, 42 |
| Bb | Mexico | 582323 | 19-Dec-2002 | 779956 | 24-Feb-2003 | 19-Dec-2012 | Registered | 9 |
| Bb | Mexico | 582321 | 19-Dec-2002 | 805636 | 04-Sep-2003 | 19-Dec-2012 | Registered | 41 |
| Bb | Mexico | 582320 | 19-Dec-2002 | 781980 | 28-Feb-2003 | 19-Dec-2012 | Registered | 42 |
| BLACKBOARD | Mexico | 582324 | 19-Dec-2002 | 778727 | 14-Feb-2003 | 19-Dec-2012 | Registered | 9 |
| BLACKBOARD | Mexico | 582326 | 19-Dec-2002 | 778729 | 14-Feb-2003 | 19-Dec-2012 | Registered | 42 |
| BLACKBOARD | Mexico | 582325 | 19-Dec-2002 | 778728 | 14-Feb-2003 | 19-Dec-2012 | Registered | 41 |
| BUILDING BLOCKS | Mexico | 582329 | 19-Dec-2002 | 778731 | 14-Feb-2003 | 19-Dec-2012 | Registered | 42 |
| BUILDING BLOCKS | Mexico | 582327 | 19-Dec-2002 | 778730 | 14-Feb-2003 | 19-Dec-2012 | Registered | 41 |
| BB | Russian Federation | 2002727705 | 19-Nov-2002 | 277864 | 05-Nov-2004 | 19-Nov-2012 | Registered | 41 |
| Bb | Russian Federation | 2000713150 | 02-Jun-2000 | 213772 | 04-Jun-2002 | 02-Jun-2010 | Registered | 42 |
| Bb | Russian Federation | 2000713173 | 02-Jun-2000 | 215717 | 27-Jun-2002 | 02-Jun-2010 | Registered | 9, 42 |



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TRADEMARK
REEL: 003265 FRAME: 0157

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| BLACKBOARD | Russian Federation | 2000713246 | 02-Jun-2000 | 211010 | 16-Apr-2002 | 02-Jun-2010 | Registered | 42 |
| BLACKBOARD | Russian Federation | 2001703410 | 06-Feb-2001 | 218744 | 07-Aug-2002 | 06-Feb-2011 | Registered | 9 |
| BLACKBOARD | Russian Federation | 2002727704 | 19-Nov-2002 | 253330 | 19-Aug-2003 | 19-Nov-2012 | Registered | 41 |
| BLACKBOARD.COM | Russian Federation | 2000713126 | 02-Jun-2000 | 219363 | 20-Aug-2002 | 02-Jun-2010 | Registered | 9, 42 |
| COURSEINFO | Russian Federation | 2000713167 | 02-Jun-2000 | 212816 | 21-May-2002 | 02-Jun-2010 | Registered | 9 |
| CourseInfo | Russian Federation | 2000713238 | 02-Jun-2000 | 213773 | 04-Jun-2002 | 02-Jun-2010 | Registered | 9 |
| COURSESITE | Russian Federation | 2000713147 | 02-Jun-2000 | 212404 | 17-May-2002 | 02-Jun-2010 | Registered | 42 |
| MY BLACKBOARD | Russian Federation | 2000713163 | 02-Jun-2000 | 214646 | 14-Jun-2002 | 02-Jun-2010 | Registered | 42 |
| POWERED BY BLACKBOARD | Russian Federation | 2000713194 | 02-Jun-2000 | 219560 | 23-Aug-2002 | 02-Jun-2010 | Registered | 42 |
| BB | South Africa | 2002/17661 | 11-Nov-2002 | | | | Pending | 41 |
| Bb | South Africa | 2000/10513 | 26-May-2000 | 2000/10513 | 15-Jul-2005 | 26-May-2010 | Registered | 42 |
| BLACKBOARD | South Africa | 2002/17662 | 11-Nov-2002 | | | | Pending | 41 |
| BLACKBOARD | South Africa | 2000/10517 | 26-May-2000 | 2000/10517 | 26-Aug-2005 | 26-May-2010 | Published | 42 |
| BLACKBOARD | South Africa | 2001/01839 | 05-Feb-2001 | | | | Published | 9 |
| BLACKBOARD.COM | South Africa | 2000/10507 | 26-May-2000 | | | | Registered | 42 |
| BLACKBOARD.COM | South Africa | 2000/10506 | 26-May-2000 | | | | Published | 9 |





TRADEMARK
REEL: 003265 FRAME: 0158

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| BB | United States of America | 76/462,792 | 25-Oct-2002 | 2,842,368 | 18-May-2004 | 18-May-2014 | Registered | 16 |
| BB | United States of America | 76/462,791 | 25-Oct-2002 | 2,862,053 | 13-Jul-2004 | 13-Jul-2014 | Registered | 28 |
| BB | United States of America | 76/462,785 | 25-Oct-2002 | 2,747,013 | 05-Aug-2003 | 05-Aug-2013 | Registered | 21 |
| BB | United States of America | 76/270,050 | 12-Jun-2001 | 2,710,644 | 29-Apr-2003 | 29-Apr-2013 | Registered | 9, 38, 41, 42 |
| Bb | United States of America | 75/366,367 | 01-Oct-1997 | 2,291,981 | 16-Nov-1999 | 16-Nov-2009 | Registered | 42 |
| Bb | United States of America | 76/220,070 | 05-Mar-2001 | 2,732,874 | 01-Jul-2003 | 01-Jul-2013 | Registered | 9 |
| Bb | United States of America | 75/864,057 | 03-Dec-1999 | 2,719,628 | 27-May-2003 | 27-May-2013 | Registered | 9 |
| BEHIND THE BLACKBOARD | United States of America | 76/462,780 | 25-Oct-2002 | 2,816,404 | 24-Feb-2004 | 24-Feb-2014 | Registered | 41 |
| BEHIND THE BLACKBOARD | United States of America | 76/462,779 | 25-Oct-2002 | 2,771,343 | 07-Oct-2003 | 07-Oct-2013 | Registered | 9 |
| BEHIND THE BLACKBOARD | United States of America | 76/462,778 | 25-Oct-2002 | 2.816,403 | 24-Feb-2004 | 24-Feb-2014 | Registered | 38 |
| BEHIND THE BLACKBOARD | United States of America | 76/462,777 | 25-Oct-2002 | 2,806,365 | 20-Jan-2004 | 20-Jan-2014 | Registered | 42 |
| BLACKBOARD | United States of America | 76/462,798 | 25-Oct-2002 | 2,747,014 | 05-Aug-2003 | 05-Aug-2013 | Registered | 21 |
| BLACKBOARD | United States of America | 76/462,797 | 25-Oct-2002 | 2,816,405 | 24-Feb-2004 | 24-Feb-2014 | Registered | 41 |
| BLACKBOARD | United States of America | 76/462,796 | 25-Oct-2002 | 2,781,592 | 11-Nov-2003 | 11-Nov-2013 | Registered | 18 |
| BLACKBOARD | United States of America | 76/462,795 | 25-Oct-2002 | 2,892,549 | 12-Oct-2004 | 12-Oct-2014 | Registered | 25 |
| BLACKBOARD | United States of America | 76/462,794 | 25-Oct-2002 | 2,814,639 | 17-Feb-2004 | 17-Feb-2014 | Registered | 28 |





TRADEMARK
REEL: 003265 FRAME: 0159

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| BLACKBOARD | United States of America | 76/462,793 | 25-Oct-2002 | 2,822,464 | 16-Mar-2004 | 16-Mar-2014 | Registered | 16 |
| BLACKBOARD | United States of America | 75/366,366 | 01-Oct-1997 | 2,315,293 | 08-Feb-2000 | 08-Feb-2010 | Registered | 42 |
| BLACKBOARD | United States of America | 76/220,069 | 05-Mar-2001 | 2,729,998 | 24-Jun-2003 | 24-Jun-2013 | Registered | 9 |
| BLACKBOARD | United States of America | 76/104,914 | 09-Aug-2000 | 2,590,661 | 09-Jul-2002 | 09-Jul-2012 | Registered | 9 |
| BLACKBOARD BACKPACK | United States of America | 78/607,091 | 12-Apr-2005 | | | | Pending | 9 |
| BLACKBOARD BUILDING BLOCKS | United States of America | 76/464,137 | 28-Oct-2002 | 2,894,256 | 19-Oct-2004 | 19-Oct-2014 | Registered | 42 |
| Blackboard BUILDING BLOCKS | United States of America | 76/464,139 | 28-Oct-2002 | 2,894,257 | 19-Oct-2004 | 19-Oct-2014 | Registered | 38 |
| Blackboard BUILDING BLOCKS | United States of America | 76/464,138 | 28-Oct-2002 | 2,775,121 | 21-Oct-2003 | 21-Oct-2013 | Registered | 9 |
| BLACKBOARD RESOURCE CENTER | United States of America | 76/027,409 | 18-Apr-2000 | 2,709,743 | 22-Apr-2003 | 22-Apr-2013 | Registered | 41 |
| BLACKBOARD.COM | United States of America | 75/862,857 | 03-Dec-1999 | 2,572,671 | 28-May-2002 | 28-May-2012 | Registered | 9, 38, 42 |
| BRINGING EDUCATION ONLINE | United States of America | 75/865,601 | 06-Dec-1999 | 2,619,398 | 17-Sep-2002 | 17-Sep-2012 | Registered | 38, 41 |
| COLLEGE SERVICE | United States of America | 73/135,085 | 25-Jul-1977 | 1,104,532 | 17-Oct-1978 | 17-Oct-2008 | Registered | 42 |
| COLLEGETOWN | United States of America | 74/734,842 | 27-Sep-1995 | 2,011,820 | 29-Oct-1996 | 29-Oct-2006 | Registered | 42 |
| COURSE CARTRIDGE | United States of America | 76/238,866 | 11-Apr-2001 | 2,682,541 | 04-Feb-2003 | 04-Feb-2013 | Registered | 9 |





TRADEMARK
REEL: 003265 FRAME: 0160

# TABLE A
# BLACKBOARD INC. TRADEMARK FILES

| Trademark | Country Name | Application | Filing Date | Registration | Reg. Date | Next Renewal | Status | Class(es) |
|---|---|---|---|---|---|---|---|---|
| COURSESITE | United States of America | 75/862,858 | 03-Dec-1999 | 2,521,360 | 18-Dec-2001 | 18-Dec-2011 | Registered | 38, 42 |
| MY BLACKBOARD | United States of America | 75/862,859 | 03-Dec-1999 | 2,469,112 | 17-Jul-2001 | 17-Jul-2011 | Registered | 38, 42 |
| POWERED BY Bb Blackboard www.blackboard.com | United States of America | 75/864,062 | 03-Dec-1999 | 2,607,928 | 13-Aug-2002 | 13-Aug-2012 | Registered | 38, 42 |
| POWERED BY BLACKBOARD | United States of America | 76/481,268 | 09-Jan-2003 | 2,816,498 | 24-Feb-2004 | 24-Feb-2014 | Registered | 41 |
| PROMETHEUS | United States of America | 75/137,015 | 22-Jul-1996 | 2,067,259 | 03-Jun-1997 | 03-Jun-2007 | Registered | 41 |
| SCHOLAR | United States of America | 78/715,466 | 19-09-2005 | | | | Pending | 42 |
| THE ELECTRIC BLACKBOARD | United States of America | 73/359,073 | 09-Apr-1982 | 1,263,461 | 10-Jan-1984 | 10-Jan-2014 | Registered | 9 |





RECORDED: 03/10/2006

TRADEMARK
REEL: 003265 FRAME: 0161