

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blackboard Connect Inc.		03/28/2011	CORPORATION: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3177138	THE NTI GROUP
Registration Number:	3180877	CONNECT-MIL
Registration Number:	3180813	CONNECT-GOV
Registration Number:	3142047	CONNECT-CTY
Registration Number:	3180326	CONNECT-CTY
Registration Number:	3059076	ONE PENNY PER STUDENT PER DAY
Registration Number:	3050462	BECAUSE COMMUNICATION MATTERS!
Registration Number:	3050349	NTI
Registration Number:	3294661	NTI CONNECT-ED
Registration Number:	2992251	CONNECT-ED
Registration Number:	2985442	NTI
Registration Number:	2940163	
Registration Number:	3613423	CONNECT-ED TEACHER
		PARTNERSHIP FOR ACADEMIC & COMMUNITY

TRADEMARK

900188214

REEL: 004513 FRAME: 0675

CH \$465.00 3177138

Registration Number:	2947480	EXCELLENCE
Registration Number:	2947479	PACE 911
Registration Number:	2953795	NO HARDWARE. NO SOFTWARE. NO ADDITIONAL PHONE LINES.
Registration Number:	2993842	THE RECOGNIZED LEADER IN SCHOOL-TO-PARENT COMMUNICATIONS
Registration Number:	3067496	ALERTNOW

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
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Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37370
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	04/01/2011

Total Attachments: 5
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of March 28, 2011 by and from BLACKBOARD CONNECT INC., a North Carolina corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Blackboard Inc. (the "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated as of August 4, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of August 4, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrower, Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of August 4, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, or in accordance with Section 8.19 of Security Agreement, Grantee shall promptly execute, acknowledge, and deliver to the Administrative Agent, and the Administrative Agent shall promptly execute, acknowledge, and deliver to Grantor, all reasonably requested instruments in writing releasing the security interest in all (in the case of payment in full of all Secured Obligations) or a portion of the Trademarks acquired under the Security Agreement and this Confirmatory Grant.


(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

BLACKBOARD CONNECT INC.

By: 
Name: Matthew Small
Title: President and Secretary

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

MARK/TITLE	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS
THE NTI GROUP	United States of America	78801062	27-Jan-06	3177138	28-Nov-06	Registered
CONNECT-MIL	United States of America	78801032	27-Jan-06	3180877	5-Dec-06	Registered
CONNECT-GOV	United States of America	78799072	25-Jan-06	3180813	5-Dec-06	Registered
CONNECT-CTY	United States of America	78734891	17-Oct-05	3142047	20-Jun-06	Registered
CONNECT-CTY (Stylized)	United States of America	78756447	17-Nov-05	3180326	19-Sep-06	Registered
ONE PENNY PER STUDENT PER DAY	United States of America	78578500	02-Mar-05	3059076	14-Feb-06	Registered
BECAUSE COMMUNICATION MATTERS!	United States of America	78551262	20-Jan-05	3050462	24-Jan-06	Registered
NTI	United States of America	78547409	13-Jan-05	3050349	24-Jan-06	Registered
NTI CONNECT-ED	United States of America	78446198	6-Jul-04	3294661	18-Sep-07	Registered
CONNECT-ED (Stylized)	United States of America	78441805	25-Jun-04	2992251	6-Sep-05	Registered
NTI & Design	United States of America	78435072	14-Jun-04	2985442	16-Aug-05	Registered
DESIGN ONLY (NTI)	United States of America	78400583	12-Apr-04	2940163	12-Apr-05	Registered
CONNECT-ED TEACHER	United States of America	77374341	17-Jan-08	3613423	28-Apr-09	Registered
PARTNERSHIP FOR ACADEMIC & COMMUNITY EXCELLENCE	United States of America	76583439	29-Mar-04	2947480	10-May-05	Registered
PACE 911	United States of America	76583438	29-Mar-04	2947479	10-May-05	Registered
NO HARDWARE. NO SOFTWARE. NO ADDITIONAL PHONE LINES.	United States of America	76583437	29-Mar-04	2953795	17-May-05	Registered
THE RECOGNIZED LEADER IN SCHOOL-TO-PARENT COMMUNICATIONS	United States of America	76583436	29-Mar-04	2993842	13-Sep-05	Registered

MARK/TITLE	COUNTRY	APP. NO.	DATE FILED	REG. NO.	REG. DATE	STATUS
ALERTNOW	United States of America	78416094	10-May-04	3067496	14-Mar-06	Registered