

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Blackboard Collaborate Inc.		03/28/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85222092	BLACKBOARD COLLABORATE	
<b>Registration Number:</b>	3144869	COURSE GENIE	
<b>Registration Number:</b>	3531670	PEOPLE TEACH PEOPLE	
<b>Registration Number:</b>	3756173	PRONTO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	36084-37370		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		

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**TRADEMARK**  
 REEL: 004513 FRAME: 0682

Signature:	/Dusan Clark/
Date:	04/01/2011
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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 COLLABORATE INC., a Delaware 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.

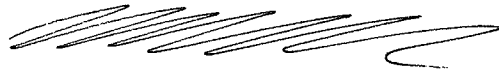
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

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

BLACKBOARD COLLABORATE 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
BLACKBOARD COLLABORATE	United States of America	85-222,092	20-Jan-11	N/A	N/A	Pending
COURSE GENIE	United States of America	78679620	27-July-05	3144869	19-Sept-06	Registered
PEOPLE TEACH PEOPLE	United States of America	77104950	12-Feb-07	3531670	11-Nov-08	Registered
PRONTO	United States of America	78715350	19-Sept-05	3756173	2-Mar-10	Registered