

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Blackboard Collaborate Canada Inc.		05/04/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Blackboard Collaborate, Inc.
Street Address:	650 Massachusetts Avenue, N.W.
Internal Address:	6th Floor
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20001
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2941061	APPSNAP
Registration Number:	3018922	ELUMINATE
Registration Number:	3185467	ELUMINATE LIVE!
Registration Number:	3081668	ELUMINATE LIVE!
Registration Number:	3018921	ELUMINATE
Registration Number:	3274181	NO USER LEFT BEHIND
Registration Number:	3043099	VCLASS
Registration Number:	3043100	VCLASS
Registration Number:	3224063	VMENTOR
Registration Number:	3585193	VROOM
Registration Number:	3593635	VROOM
Registration Number:	3191848	VTUTOR
Registration Number:	3018920	ELUMINATE WHERE BRIGHT IDEAS MEET.

TRADEMARK

900196084

REEL: 004574 FRAME: 0765

CH \$340.00 2941061

CORRESPONDENCE DATA

Fax Number: (202)339-6052
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-625-3649
Email: valerie.purdy-pyeron@kattenlaw.com
Correspondent Name: Valerie A. Purdy-Pyeron, Paralegal
Address Line 1: 2900 K Street, N.W.
Address Line 2: North Tower, Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20007-5118

ATTORNEY DOCKET NUMBER:	330496.00001 COLLABORATE
NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal
Signature:	/valerie a. purdy-pyeron/
Date:	07/01/2011

Total Attachments: 4
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TRADEMARK ASSIGNMENT

WHEREAS **Blackboard Collaborate Canada, Inc.**, a Canadian corporation having its principal office at 403 33rd Street, N.E., Suite 200, Calgary, Alberta, Canada T2A1X5 ("Assignor"), is the sole owner of the entire right, title and interest in the trademark registrations listed in Exhibit A, attached hereto ("the Marks"); and

WHEREAS, **Blackboard Collaborate, Inc.** a Delaware corporation having its principal office at 650 Massachusetts Avenue, N.W., 6th Floor, Washington D.C. 20001 ("Assignee"), is desirous of acquiring the entire right, title and interest in and to the said Marks, throughout the world, including the good will represented by the Marks;

NOW, THEREFORE, for ten U.S. dollars (\$10.00) and other good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto the Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said Marks, together with the entire goodwill associated with and symbolized by the Marks, together with all common law rights, together with all rights and privileges granted and secured thereby, including the right to sue for all causes of action related to the Marks, and the right to sue in Assignee's own name and to recover for any damages and profits for past infringement, unfair competition or passing off, said rights to be held and enjoyed by said Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by said Assignor if this Assignment and sale had not been made;

Assignor also hereby agrees with the said Assignee that Assignor will not execute any writing or do any act whatsoever conflicting with these covenants and agreements, and that it will, at any time upon request without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writing and do such additional acts as said Assignee may deem necessary or desirable to perfect, secure, record, and register said Assignee's enjoyment of this grant, it being understood that the foregoing covenant and agreement shall bind assigns and legal representatives of Assignor and inure to the benefit of the assigns and legal representatives of Assignee;

IN TESTIMONY WHEREOF, We have hereunto set our hands.

BLACKBOARD COLLABORATE CANADA, INC.

Date: 5/4/11

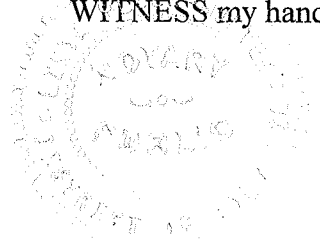
By: F. Chal

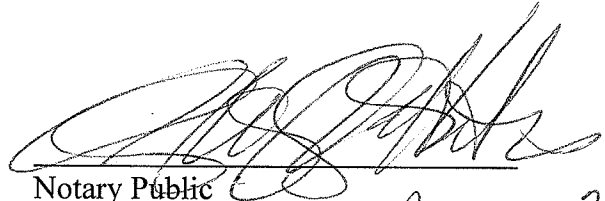
Title: Sr. Counsel

STATE OF District of Columbia
)
) SS.
COUNTY OF _____)

On this 4th day of May, 2011, before me,
Notary Public, personally appeared to me known to be the individual whose name is subscribed
to this instrument, and acknowledged that he/she executed it as his/her free and voluntary act and
deed for the uses and purposes mentioned therein.

WITNESS my hand and official seal.





Notary Public
My Commission Expires: June 30, 2014

LINDA PLEZE-HUNTER
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires June 30, 2014

EXHIBIT A

Trademark	Canadian Registration No.	CTM Registration No.	U.S. Registration No.
ACTIVE OBJECTS	TMA 592,532		
APPSNAP	TMA 614,659		2,941,061
ELLUMINATE	TMA 614,430		3,018,922
	TMA 614,322		3,018,921
ELLUMINATE LIVE	TMA 646,106	005237946	3,185,467
	TMA 645,867		3,081,668
	TMA 614,322		3,018,920
JINX	TMA 591,416		
LEARNCENTRAL		008815003	
NO USER LEFT BEHIND	TMA 645,894		3,274,181
VCLASS	TMA 585,491		3,043,100
	TMW 585,310		3,043,100
	TMA 603,030		
VMENTOR	TMA 602,898		
	TMA 603,040		3,224,063
VROOM	TMA 709,772		3,585,193
	TMA 715,506		3,593,635
VTUTOR	TMA 602,890		

	TMA 605,663		3,191,848,
WHERE BRIGHT IDEAS MEET	TMA 614,322		3,018,920