

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Stock Purchase Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Public Interest Data, Inc.		02/01/2011	CORPORATION: VIRGINIA

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: 4		
Property Type	Number	Word Mark
Registration Number:	2917617	GIFTWISE
Registration Number:	2580020	DONORDIRECT
Registration Number:	2701106	P I D I PUBLIC INTEREST DATA INCORPORATED
Registration Number:	2764907	SERVING NONPROFITS WITH LEADING-EDGE DATABASE SOLUTIONS

CORRESPONDENCE DATA	
Fax Number:	2024293902
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	(202) 429-3000
Email:	ipdocketing@steptoe.com
Correspondent Name:	Roger W. Parkhurst, Esq.
Address Line 1:	1330 Connecticut Avenue, N.W.
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	29149.00004
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CH \$115.00 2917617

NAME OF SUBMITTER:	Roger W. Parkhurst
Signature:	/Roger W. Parkhurst/
Date:	06/11/2012
Total Attachments: 19 source=Supporting Document for Assignment#page1.tif source=Supporting Document for Assignment#page2.tif source=Supporting Document for Assignment#page3.tif source=Supporting Document for Assignment#page4.tif source=Supporting Document for Assignment#page5.tif source=Supporting Document for Assignment#page6.tif source=Supporting Document for Assignment#page7.tif source=Supporting Document for Assignment#page8.tif source=Supporting Document for Assignment#page9.tif source=Supporting Document for Assignment#page10.tif source=Supporting Document for Assignment#page11.tif source=Supporting Document for Assignment#page12.tif source=Supporting Document for Assignment#page13.tif source=Supporting Document for Assignment#page14.tif source=Supporting Document for Assignment#page15.tif source=Supporting Document for Assignment#page16.tif source=Supporting Document for Assignment#page17.tif source=Supporting Document for Assignment#page18.tif source=Supporting Document for Assignment#page19.tif	

EXECUTION COPY

STOCK PURCHASE AGREEMENT

BY AND AMONG

PUBLIC INTEREST DATA, INC.,

ALL OF THE STOCKHOLDERS OF PUBLIC INTEREST DATA, INC.,

STEPHEN W. ZAUTKE, AS STOCKHOLDER REPRESENTATIVE

AND

BLACKBAUD, INC.

Dated as of February 1, 2011

**TRADEMARK
REEL: 004799 FRAME: 0299**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I <u>THE PURCHASE AND SALE OF SHARES; CLOSING</u>	1
1.1 Purchase and Sale of Shares	1
1.2 Closing.....	1
1.3 Purchase Price and Closing Payments.....	1
1.4 Earnout Payments and Procedures	3
1.5 Estimated Closing Statement; Closing Adjustments to Closing Purchase Price	6
1.6 Escrow Payments for Earnout and Purchase Price Adjustment	9
ARTICLE II <u>REPRESENTATIONS AND WARRANTIES OF THE COMPANY</u>	9
2.1 Organization of the Company	9
2.2 Company Capital Structure	9
2.3 Subsidiaries	10
2.4 Authority	10
2.5 No Conflict.....	10
2.6 Governmental Consents.....	10
2.7 Company Financial Statements	11
2.8 No Undisclosed Liabilities	11
2.9 No Changes	11
2.10 Tax Matters.....	13
2.11 Restrictions on Business Activities	15
2.12 Title to Properties; Absence of Liens and Encumbrances; Condition of Equipment	16
2.13 Intellectual Property	17
2.14 Contracts.....	21
2.15 No Defaults.....	21
2.16 Interested Party Transactions	22
2.17 Governmental Authorization	22
2.18 Litigation	22
2.19 Accounts Receivable	23
2.20 Minute Books	23
2.21 Environmental, Health and Safety Matters.....	23
2.22 Fees and Expenses.....	24
2.23 Employee Benefit Plans and Compensation.....	24
2.24 Insurance and Bonds.....	26
2.25 Compliance with Laws	26
2.26 Foreign Corrupt Practices Act.....	27
2.27 Warranties; Indemnities.....	27
2.28 Stockholder Loans.....	27
2.29 Suppliers and Customers	27
2.30 Privacy.....	27
2.31 Compliance with the Immigration Reform and Control Act.....	28
2.32 Delivery of Documents.....	28
2.33 No Untrue Statements.....	28
2.34 No Other Representations or Warranties.....	28
ARTICLE III <u>REPRESENTATIONS AND WARRANTIES OF THE STOCKHOLDERS</u>	28
3.1 Stockholder Title to Shares	29

3.2	Authority	29
3.3	Organization and Good Standing	29
3.4	No Conflict	29
3.5	Governmental Consents.....	29
3.6	Litigation	29
3.7	No Other Representations or Warranties.....	29
ARTICLE IV <u>REPRESENTATIONS AND WARRANTIES OF BLACKBAUD</u>		30
4.1	Organization and Standing	30
4.2	Authority	30
4.3	No Conflict.....	30
4.4	Consents	31
4.5	Litigation	31
4.6	Capital Resources; Solvency	31
4.7	Investment Intent	31
ARTICLE V <u>ADDITIONAL AGREEMENTS</u>		31
5.1	Confidentiality.....	31
5.2	Publicity.....	32
5.3	Reasonable Efforts.....	32
5.4	Additional Documents and Further Assurances	32
5.5	Expenses.....	32
5.6	Employment Arrangements.....	32
5.7	Consents	33
5.8	Tax Matters.....	33
5.9	Preservation of Records.....	34
5.10	Termination of Stockholders' Agreement	35
ARTICLE VI <u>CLOSING DELIVERIES</u>		35
6.1	Closing Deliverables of the Company and the Stockholders	35
6.2	Closing Deliverables of Blackbaud	36
ARTICLE VII <u>INDEMNIFICATION AND ESCROW</u>		37
7.1	Survival of Representations and Warranties	37
7.2	Indemnification by the Stockholders.....	37
7.3	Indemnification by Blackbaud	38
7.4	Calculation of Losses; Limitations on Indemnification.....	38
7.5	Claims for Indemnification.....	40
7.6	Escrow	43
7.7	Stockholder Representative	43
ARTICLE VIII <u>GENERAL PROVISIONS</u>		46
8.1	Amendments and Waivers.....	46
8.2	Notices.....	46
8.3	Interpretation	47
8.4	Counterparts; Facsimiles	48
8.5	Entire Agreement; Assignment	48
8.6	Schedule of Exceptions	48
8.7	Severability.....	49
8.8	Governing Law.....	49
8.9	Rules of Construction	49

8.10 Specific Performance..... 49
8.11 Attorneys' Fees..... 49
8.12 WAIVER OF JURY TRIAL 49
8.13 Representation of Company and its Affiliates..... 50
ARTICLE IX DEFINITIONS..... 50
9.1 Definitions 50

(f) Section 2.12(f) of the Schedule of Exceptions lists all items of equipment (the “Equipment”) with a book value in excess of \$20,000 and owned or leased by the Company, and such Equipment is (i) in operating condition and regularly maintained, subject to normal wear and tear, and (ii) together with the other equipment of the Company, adequate for the conduct of the business of the Company as currently conducted.

(g) The Company has either (i) sole and exclusive ownership of, free and clear of any judgments or Liens, or (ii) the valid right to use unrestricted in any material respect by contract or statute (other than requirements under privacy laws and confidentiality obligations to its customers) its records relating to customer lists, customer contact information, customer correspondence and customer licensing and purchasing histories relating to its current and former customers (such records, the “Customer Information”). Subject to privacy laws and confidentiality obligations to its customers, no Person other than the Company possesses any licenses, Liens or claims with respect to the use of the Customer Information owned by the Company, or has rights to the Customer Information as a whole.

2.13 Intellectual Property.

(a) Section 2.13(a)(i) and Section 2.13(a)(ii) of the Schedule of Exceptions contain, respectively, a complete and accurate list of (i) all products and services marketed by the Company in the five (5) years preceding the date hereof and (ii) all products and service offerings that are in development as of the date hereof (other than updates or upgrades to existing products) and that the Company expects or intends to make available commercially in the future (such products described in clauses (i) and (ii), the “Company Products”).

(b) Section 2.13(b) of the Schedule of Exceptions contains a complete and accurate list, as of the date hereof, of the following Owned Company Intellectual Property: (i) all registered Trademarks and material unregistered Trademarks; (ii) all Patents and (iii) all registered Copyrights and material unregistered Copyrights and applications therefor, in each case listing, as applicable, (A) the name of the applicant/registrant and current owner, (B) the jurisdiction where the application/registration is located and (C) the application or registration number. Except (i) as required in connection with any registration of Company Owned Intellectual Property and (ii) as necessary for the use of the Owned Company Intellectual Property, all material logbooks, documents and records supporting the creating and ownership of Owned Company Intellectual Property which obtains value by virtue of being maintained confidential, have been confidentially retained by the Company. All necessary documents and certificates in connection with the registration of any Owned Company Intellectual Property that has been registered have been filed with the relevant patent, copyright, trademark or other authorities in the United States or elsewhere in the world, as the case may be, for the purposes of prosecuting, maintaining (to the extent due prior to the date hereof) or registering such Owned Company Intellectual Property. There are no actions that must be taken by the Company within ninety (90) days of the date of this Agreement, including the payment of any registration, maintenance or renewal fees or the filing of any responses to Governmental Entity office actions, documents, applications or certificates for the purposes of obtaining, maintaining, or preserving or renewing any Owned Company Intellectual Property that has been registered or is under application to be registered. The Company has not claimed “small business status” in the application for or registration of any Owned Company Intellectual Property.

(c) Section 2.13(c) of the Schedule of Exceptions contains a complete and accurate list, as of the date hereof, of the Domain Name registrations of the Company. Section 2.13(c) of the Schedule of Exceptions identifies, for each Domain Name registration, the named owner, and the registrar or equivalent Person with whom that Domain Name is registered. The Company’s use and registration of its Domain Name registrations does not infringe any third party’s Intellectual Property Rights. In the case in which the Company has acquired ownership of a Domain Name registration from another party, the

Company has made or procured a transfer of the Domain Name in accordance with the procedure of the registrar.

(d) In each case in which the Company has acquired ownership of any Trademarks, Copyrights, or Patents currently included in the Owned Company Intellectual Property from another person (excluding, however Trademarks, Copyrights or Patents acquired from employees of the Company in the ordinary course of business pursuant to a separate written agreement or by operation of law) (each of which are identified in Section 2.13(d) of the Schedule of Exceptions), the Company has obtained a valid and enforceable assignment sufficient to irrevocably transfer all of the transferor's rights in and to all such Intellectual Property to the Company and has recorded or had recorded each such assignment that involves registered Owned Company Intellectual Property with the U.S. Patent and Trademark Office or the U.S. Copyright Office, or, as applicable, their respective equivalents in the applicable jurisdiction, in each case in accordance with applicable laws.

(e) Other than non-exclusive outbound "shrink-wrap" licenses in the forms set forth in Section 2.13(e) of the Schedule of Exceptions, Section 2.13(e) of the Schedule of Exceptions contains a complete and accurate list of all Contracts as of the date hereof (such agreements, the "Company Intellectual Property Agreements") (i) under which the Company uses or has the right to use any Licensed Company Intellectual Property, other than licenses and related services agreements for commercially available software that is used by the Company but not incorporated into any Company Products and that has not been substantially customized solely for use by Company or (ii) under which the Company has licensed to others the right to use or agreed to transfer to others any of the Company Intellectual Property, in each case specifying the parties to the agreement, the relevant Company Intellectual Property and any ongoing royalty payments. The Company has not granted any exclusive license under any Owned Company Intellectual Property or any licenses to use any Company Source Code (excluding licenses to third parties granted in the ordinary course of business who are providing or have provided information technology services to the Company). To the Knowledge of the Company, there are no pending disputes regarding the scope of any Company Intellectual Property Agreements, performance under any Company Intellectual Property Agreements, or with respect to payments made or received under any Company Intellectual Property Agreements.

(f) The Company Intellectual Property is sufficient for the conduct of the business of the Company as it is currently conducted. Without limiting the foregoing, the Company has the right to use all software development tools, library functions, or compilers that the Company (i) uses to create, modify, compile, or support any Company Product or (ii) uses to provide any services provided by the Company.

(g) The Company owns all right, title and interest in the Owned Company Intellectual Property, free and clear of all Liens other than encumbrances, restrictions or other obligations expressly set forth in any of the Company Intellectual Property Agreements. All Owned Company Intellectual Property was written and created by either (i) employees of the Company acting within the scope of their employment or (ii) by third parties who have validly and irrevocably assigned all of their rights therein to the Company, and no third party will, as of the Closing, own any of the Owned Company Intellectual Property. No Company Personnel owns or has a license to any Company Intellectual Property other than the right to use Company Intellectual Property in connection with his or her duties to the Company.

(h) Except as set forth in Section 2.13(h) of the Schedule of Exceptions, the Company has taken reasonable and appropriate steps to protect and preserve the confidentiality of the Trade Secrets that comprise any part of the Owned Company Intellectual Property and, to the Knowledge of the Company and the Stockholders, there have not occurred any unauthorized uses, disclosures or

infringements of any such Trade Secrets by any person. All use and disclosure by the Company of Trade Secrets owned by another person have been pursuant to the terms of a written agreement with or other permission by such person or was otherwise lawful. Without limiting the foregoing, the Company has a policy requiring all employees to execute a confidentiality and assignment agreement substantially in the Company's standard form previously provided to Blackbaud, and consultants and contractors who are or have been engaged in the preparation of Owned Company Intellectual Property to execute an agreement that includes confidentiality and assignment provisions. Copies of all such agreements with consultants and contractors have been provided to Blackbaud. The Company has enforced such policy and all current and former employees, and consultants and contractors who are or have been engaged in the preparation of Owned Company Intellectual Property have executed assignment agreements with the Company, and all current and former employees, and consultants and contractors who are given access to Confidential Information of the Company have signed confidentiality agreements with the Company.

(i) To the Knowledge of the Company, none of the Company's current products or services or other operation of the Company's business has infringed upon, misappropriated, or otherwise violated, or is infringing upon, misappropriating, or otherwise violating, in any respect the Intellectual Property Rights of any third party. To the Knowledge of the Company as of the date hereof, no Person or any of such Person's products or services or other operation of such Person's business is infringing upon, misappropriating, or otherwise violating any Owned Company Intellectual Property.

(j) There is no suit, claim, action, investigation or proceeding made, conducted or brought by a third party that has been served upon the Company or, to the Knowledge of the Company, filed or threatened with respect to, and the Company has not been notified in writing of, any alleged infringement, misappropriation, or other violation by the Company or any of its current products or services or other operation of the Company's business of the Intellectual Property Rights of such third party. To the Knowledge of the Company, there is no pending or threatened claim against the Company or its customers challenging the validity or enforceability of, or contesting the Company's rights with respect to, any of the Company Intellectual Property. The Company has not received any written opinion of counsel regarding, (i) any potential allegation of infringement or misappropriation by the Company, (ii) the application of any Patent to the Company Products, or (iii) the operation of the Company's business as presently conducted. The Company is not subject to any order of any Governmental Entity that restricts or impairs the use, transfer or licensing of any Company Intellectual Property.

(k) The execution and delivery of this Agreement and the consummation of the Transactions will not result in (i) the Company granting to any third party any rights or licenses to any Intellectual Property or Intellectual Property Rights, (ii) any right of termination or cancellation under any Company Intellectual Property Agreement, (iii) the imposition of any Lien on any Owned Company Intellectual Property as a result of any act of the Company, or (iv) as of the Closing, Blackbaud or any of its Subsidiaries being required, under the terms of any agreement to which the Company is a party, to grant any third party any rights or licenses to any of Blackbaud's or any of its Subsidiaries' Intellectual Property or Intellectual Property Rights or to pay any royalties or other amounts in excess of those that would have, in any event, been payable by the Company had the transactions contemplated by this Agreement not occurred.

(l) As of the date hereof, to the Knowledge of the Company, there are no design or other errors in the Company Products that permit unauthorized access to computers or systems of users through those Company Products. The Company has implemented procedures consistent with standard industry practices with respect to the detection and quarantining of viruses, disabling codes, or other malicious code.

(m) Except as set forth in Section 2.13(m) of the Schedule of Exceptions, the Company's software developers have not incorporated any Open Source Software into any software that is provided as a Company Product by the Company; notwithstanding the foregoing, the Shareholders and Company make no representation with respect to whether Open Source Software has been incorporated by third parties into third-party proprietary software licensed to the Company under a non-open source conventional license as opposed to an open source license.

(n) The Company has not experienced any substantial defects in the software and hardware used in its business as it is currently conducted that have not been satisfactorily resolved.

(o) None of the Company Source Code for the Company Products or Trade Secrets has been published or disclosed by the Company (except to its employees or advisers or pursuant to non-disclosure agreements) or, to the Knowledge of the Company, by any other Person except as authorized by the Company under a non-disclosure agreement enforceable by the Company. Except as set forth in Section 2.13(o) of the Schedule of Exceptions, there are no Contracts pursuant to which the Company has deposited, or is required to deposit, with an escrow agent or any other Person, any Company Source Code.

(p) The Company's collection and dissemination of personal customer information and personal information of its customers' constituents in connection with its business has been conducted in accordance with applicable privacy policies published or otherwise adopted by the Company and applicable law or regulation of any Governmental Entity with jurisdiction over the Company. The execution, delivery or performance of this Agreement by Company and Stockholders will not result in any violation of any Company Privacy Policy or any Law pertaining to privacy. Except as set forth in Section 2.13(p) of the Schedule of Exceptions, the Company has at all applicable times maintained compliance with the Visa Cardholder Security Information Program, and the Payment Card Industry Data Security Standards governing the physical security of end user information and data.

(q) No government funding, facilities of a university, college, other educational institution or research center was used in the development of any Owned Company Intellectual Property. To the Knowledge of the Company, no Company Personnel who was involved in, or who contributed to, the creation or development of any Owned Company Intellectual Property, has performed services for the government, university, college, or other educational institution or research center during a period of time during which such Company Personnel was also performing services for the Company.

(r) The Company does not have any commitment to any standards body to license any Owned Company Intellectual Property, to any Person by virtue of that Person being a member of a standards body, or to any Person by virtue of that Person having implemented a standard administered or promulgated by a standards body. The Company Products are not required to be compliant with any standards promulgated or administered by, or with any operating systems offered by, any third party.

(s) If the Company has exported the Company Products, or any technical information or other technology within its control, it has done so in compliance with U.S. export laws and regulations promulgated and enforced by the Bureau of Export Administration.

(t) The Company possesses (i) a list of all components of the Company's software systems which constitute Owned Company Intellectual Property and of all miscellaneous related items that are required for employees and representatives of the Company to work with and develop such software systems, or which have been used to develop, test, maintain, or modify such software systems, and (ii) the associated supporting documentation, scripts, code libraries, testing file, configuration or property files, defect tracking database, test script repository, build and test scripts, database schemas,

ancillary software, and all other similar components, data, and materials, in each case, that are required for such systems to function or which are currently used to develop, test, maintain, or modify such software systems.

2.14 Contracts. As of the date hereof, except as set forth in Section 2.14 of the Schedule of Exceptions, the Company is not a party to, nor is it bound by:

(a) any (i) employment, consulting or other Contract with an employee or individual consultant or salesperson, (ii) consulting or sales Contract with a firm or other organization to provide services to the Company or (iii) Contract pursuant to which the Company must pay commissions, in each case of clauses (i) through (iii), involving payments by the Company in excess of \$10,000 per year;

(b) any written or oral agreement or plan regarding rights to or the issuances of Company Capital Stock or any other profit sharing plan, including any stock option plan, stock appreciation rights plan, phantom stock plan or stock purchase plan;

(c) any fidelity or surety bond or completion bond involving amounts in excess of \$10,000;

(d) any lease of personal property having a value in excess of \$10,000 individually or \$50,000 in the aggregate;

(e) any Contract relating to capital expenditures and involving future payments in excess of \$10,000 individually or \$50,000 in the aggregate;

(f) any Contract relating to the disposition or acquisition of material assets or any interest in any business enterprise outside the ordinary course of the Company's business;

(g) any mortgage, indenture, guarantee, loan or credit agreement, security agreement or other agreement or instrument relating to the borrowing of money or extension of credit involving amounts in excess of \$10,000;

(h) any purchase order or Contract for the purchase by the Company of materials involving in excess of \$10,000 individually or \$50,000 in the aggregate;

(i) any dealer, distribution, marketing or development Contract;

(j) any sales representative, original equipment manufacturer, value added, remarketer, reseller, or independent software vendor, customer or other Contract for use or distribution of the Company's products, technology or services;

(k) any other Contract that involves (i) amounts in excess of \$10,000 individually or \$25,000 in the aggregate with all related Contracts and is not cancelable without penalty within ninety (90) days, (ii) minimum purchase commitments by the Company in excess of \$10,000 per year, or (iii) ongoing service or support obligations and that are not cancelable without penalty or refund within ninety (90) days, (iv) the development or delivery of any customer-specified product enhancements or upgrades, or (v) co-marketing arrangements, most-favored nations undertakings or price protection mechanisms.


2.15 No Defaults. Except as set forth in Section 2.15 of the Schedule of Exceptions, the Company is in compliance with and has not materially breached, violated or defaulted under, or received notice that it has materially breached, violated or defaulted under, any of the terms or conditions of any

IN WITNESS WHEREOF, Blackbaud, the Company, the Stockholder Representative and the Stockholders have caused this Agreement to be signed, all as of the date first written above.

Blackbaud:

BLACKBAUD, INC.

Approved: JWO 2/1/11
Blackbaud Law Department

By: 
Name: TIMOTHY WILLIAMS
Title: SVP & CFO

The Company:

PUBLIC INTEREST DATA, INC.

By: _____
Name:
Title:

The Stockholder Representative:

Name: **Stephen W. Zautke**, solely in his
capacity as Stockholder Representative
hereunder

The Stockholders:

**THE MICHAEL F. MACLEOD
REVOCABLE TRUST DATED 10/3/2000**

By: _____
Name: Michael F. MacLeod
Title: Trustee

IN WITNESS WHEREOF, Blackbaud, the Company, the Stockholder Representative and the Stockholders have caused this Agreement to be signed, all as of the date first written above.

Blackbaud:

BLACKBAUD, INC.

By: _____
Name:
Title:

The Company:

PUBLIC INTEREST DATA, INC.

By: John T. Hennessey
Name: **JOHN T. HENNESSEY**
Title: **CEO**

The Stockholder Representative:

Name: Stephen Zautke, solely in his capacity as
Stockholder Representative hereunder

The Stockholders:

**THE MICHAEL F. MACLEOD
REVOCABLE TRUST DATED 10/3/2000**

By: _____
Name: Michael F. MacLeod
Title: Trustee

**THE DELBERT CLARK REVOCABLE
TRUST DATED 3/8/2001**

By: _____
Name: Delbert Clark
Title: Trustee

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, Blackbaud, the Company, the Stockholder Representative and the Stockholders have caused this Agreement to be signed, all as of the date first written above.

Blackbaud:

BLACKBAUD, INC.

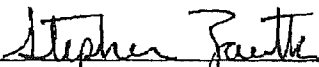
By: _____
Name:
Title:

The Company:

PUBLIC INTEREST DATA, INC.

By: _____
Name:
Title:

The Stockholder Representative:


Name: Stephen Zautke, solely in his capacity as
Stockholder Representative hereunder

The Stockholders:

**THE MICHAEL F. MACLEOD
REVOCABLE TRUST DATED 10/3/2000**

By: _____
Name: Michael F. MacLeod
Title: Trustee

**THE DELBERT CLARK REVOCABLE
TRUST DATED 3/8/2001**

By: _____
Name: Delbert Clark
Title: Trustee

[Signature Page to Stock Purchase Agreement]

IN WITNESS WHEREOF, Blackbaud, the Company, the Stockholder Representative and the Stockholders have caused this Agreement to be signed, all as of the date first written above.

Blackbaud:

BLACKBAUD, INC.

By: _____
Name:
Title:

The Company:

PUBLIC INTEREST DATA, INC.

By: _____
Name:
Title:

The Stockholder Representative:

Name: Stephen Zautke, solely in his capacity as
Stockholder Representative hereunder

The Stockholders:

**THE MICHAEL F. MACLEOD
REVOCABLE TRUST DATED 10/3/2000**

By:  _____
Name: Michael F. MacLeod
Title: Trustee

**THE DELBERT CLARK REVOCABLE
TRUST DATED 3/8/2001**

By: _____
Name: Delbert Clark
Title: Trustee

[Signature Page to Stock Purchase Agreement]

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Blackbaud:

BLACKBAUD, INC.

By: _____
Name:
Title:

The Company:

PUBLIC INTEREST DATA, INC.

By: _____
Name:
Title:

The Stockholder Representative:

Name: Stephen Zautke, solely in his capacity as
Stockholder Representative hereunder

The Stockholders:

**THE MICHAEL F. MACLEOD
REVOCABLE TRUST DATED 10/3/2000**

By: _____
Name: Michael F. MacLeod
Title: Trustee

**THE DELBERT CLARK REVOCABLE
TRUST DATED 3/8/2001**

By: 
Name: Delbert Clark
Title: Trustee

{Signature Page to Stock Purchase Agreement}

THE STEPHEN W. ZAUTKE TRUST, AS AMENDED

By: Stephen Zautke
Name: Stephen W. Zautke
Title: Trustee

THE HANSEN FAMILY TRUST DATED 4/4/97, TRUST 3

By: _____
Name: Gregory F. Hansen
Title: Trustee

THE CHRISTOPHER R. BARBER TRUST, AS AMENDED

By: _____
Name: Christopher R. Barber
Title: Trustee

THE JMS LIVING TRUST

By: _____
Name: Joseph M. Stevens
Title: Trustee

[Signature Page to Stock Purchase Agreement]

THE STEPHEN W. ZAUTKE TRUST, AS AMENDED

By: _____
Name: Stephen W. Zautke
Title: Trustee

THE HANSEN FAMILY TRUST DATED 4/4/97, FROST 3

By: _____
Name: Gregory F. Hansen
Title: Trustee

THE CHRISTOPHER R. BARBER TRUST, AS AMENDED

By: _____
Name: Christopher R. Barber
Title: Trustee

THE JMS LIVING TRUST

By: _____
Name: Joseph M. Stevens
Title: Trustee

[Signature Page to Stock Purchase Agreement]

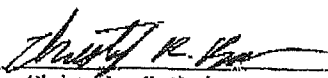
THE STEPHEN W. ZAUTKE TRUST, AS AMENDED

By: _____
Name: Stephen W. Zautke
Title: Trustee

THE HANSEN FAMILY TRUST DATED 4/4/97, TRUST 3

By: _____
Name: Gregory F. Hansen
Title: Trustee

THE CHRISTOPHER R. BARBER TRUST, AS AMENDED

By:  _____
Name: Christopher R. Barber
Title: Trustee

THE JMS LIVING TRUST

By: _____
Name: Joseph M. Stevens
Title: Trustee

[Signature Page to Stock Purchase Agreement]

**THE STEPHEN W. ZAUTKE TRUST, AS
AMENDED**

By: _____
Name: Stephen W. Zautke
Title: Trustee

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4/4/97, TRUST 3**

By: _____
Name: Gregory F. Hansen
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AS AMENDED**

By: _____
Name: Christopher R. Barber
Title: Trustee

THE JMS LIVING TRUST

By: Joseph M. Stevens
Name: Joseph M. Stevens
Title: Trustee

[Signature Page to Stock Purchase Agreement]

Section 2.13(b)
Intellectual Property - List of IP

REGISTERED INTELLECTUAL PROPERTY

1. The trademark "GiftWise" was registered by the Company with the U.S. Patent and Trademark Office on 1/11/05 (Registration No. 2,917,617) and renewed in January of 2011 and is owned by the Company.
2. The trademark "DonorDirect" was registered by the Company with the U.S. Patent and Trademark Office on 6/11/02 (Registration No. 2,580,020) and is owned by the Company.
3. The PUBLIC INTEREST DATA, INC. logo was registered with the U.S. Patent and Trademark Office on 3/25/03 (Registration No. 2,701,106) and is owned by the Company.
4. The typed drawing trademark: "SERVING NONPROFITS WITH LEADING-EDGE DATABASE SOLUTIONS", registration no. 2764907, registered by the Company on September 16, 2003 with the U.S. Patent and Trademark Office and is owned by the Company.
5. The following trademark registrations have been abandoned by the Company:
 - a. 76602133 DONORWISE
 - b. 76018797 DONORWISE
 - c. 76100247 PIDIGITAL

UNREGISTERED WORKS

6. The software code including individual customer customizations of the DonorDirect proprietary software and related middleware code
7. The Giftwise, Direct Select Web, QSM, PUP client interface code and related materials
8. The comprehensive GiftWise manual and "Quick Start" guides for the following:
 - a. Gift Entry
 - b. Portfolio Manager
 - c. Acknowledgements
 - d. Direct Select Web
 - e. Events Manager
 - f. Credit Card Processing
 - g. Combine Function
 - h. Adjustments

OTHER RIGHTS

9. Approximately 5 years ago a third party whose use of the name and URL DonorDirect predated the Company's trademark filing, sent a letter to the Company challenging the DonorDirect trademark. The Company responded, and thereafter no action was taken. DonorDirect.com is still maintained by a third party unrelated to the Company.
10. ACLU and CARE are the only Company customers who have access to an escrowed copy of the Company's source code.
11. *See Liens described in Section 2.12(e) of this Schedule of Exceptions.*