

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521422

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		04/30/2019	Bank: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	CardSmith, LLC		
Street Address:	1111 19th St. NW, 9th Floor		
Internal Address:	c/o Blackboard Inc.		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3747184	CAMPUS CASH	
Registration Number:	3009165	CARDSMITH	
Registration Number:	2921349	CARDSMITH	
Registration Number:	4117132	FAST AUTHORIZE	
Registration Number:	3499682	MORE SERVICE. LESS SYSTEM.	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1076194 TM REL CARDSMITH		
NAME OF SUBMITTER:	Sonya Jackman		

OP \$140.00 3747184

SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	04/30/2019
Total Attachments: 4 source=#91993467v1 - (Blackboard - Trademark Release (CardSmith))#page2.tif source=#91993467v1 - (Blackboard - Trademark Release (CardSmith))#page3.tif source=#91993467v1 - (Blackboard - Trademark Release (CardSmith))#page4.tif source=#91993467v1 - (Blackboard - Trademark Release (CardSmith))#page5.tif	

**PARTIAL RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS **PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release"), is entered into as of April 30, 2019 by **BANK OF AMERICA, N.A.**, as collateral agent for the Secured Parties (as defined in the First Lien Trademark Security Agreement referred to below) (in such capacity, the "Collateral Agent") in connection with the grant of security interests in certain trademarks by CardSmith, LLC, a Delaware limited liability company ("Grantor"), in favor of the Collateral Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the First Lien Guarantee and Collateral Agreement dated as of October 4, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Blackboard Inc. (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent.

WITNESSETH:

WHEREAS, the Grantor entered into that certain First Lien Trademark Security Agreement (the "Trademark Security Agreement") dated as of August 29, 2014 between the Grantor and the Collateral Agent, pursuant to which the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Specified Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 2, 2014 at Reel 5411, Frame 0172; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Liens on and security interests in the Specified Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. The term "Specified Trademark Collateral", as used herein, means (a) each Trademark, including without limitation, each registered and applied for Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule I hereto, (b) all assets, rights and interests that uniquely reflect or embody each Trademark listed on Schedule I hereto, and (c) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark identified in Schedule I hereto.

2. Release of Security Interest. The Collateral Agent hereby (i) terminates, cancels, releases and discharges all of its Liens on and security interests in the Specified Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Specified Trademark Collateral to the Grantor.

3. Further Assurances. The Collateral Agent hereby authorizes the Borrower or any of its designees to record this Release with the United States Patent and Trademark Office ("USPTO") and any other offices as may be necessary to carry out the intention of this Release, and to the extent applicable, the Collateral Agent authorizes and requests that the USPTO record this Release.

The Collateral Agent shall, at the Grantor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Grantor, its successors, assigns or other

legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments) reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

4. No waiver, Consent or Amendment. This Release shall not be construed as a release of any collateral or the termination of any guarantee under the Loan Documents, other than the release of the Specified Trademark Collateral.

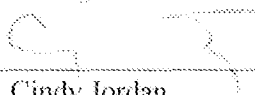
5. Governing Law. THIS RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

6. Miscellaneous. Delivery of an executed signature page to this Release by facsimile or electronic transmission (including .pdf file) shall be effective as delivery of an original signature.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Cindy Jordan
Title: AVP

SCHEDULE I

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CardSmith, LLC	CAMPUS CASH	3,747,184	02/09/2010
CardSmith, LLC	CARDSMITH	3,009,165	10/25/2005
CardSmith, LLC	CARDSMITH (stylized and/or design)	2,921,349	1/25/2005
CardSmith, LLC	FAST AUTHORIZE (stylized and/or design)	4,117,132	2/27/2012
CardSmith, LLC	MORE SERVICE. LESS SYSTEM.	3,499,682	09/09/2008