

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM683644

| | | | |
|---|--|-----------------------|-------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wilmington Trust, National Association, as collateral agent | | 10/25/2021 | National Banking Association: |
| RECEIVING PARTY DATA | | | |
| Name: | BLACKBOARD, INC. | | |
| Street Address: | 11720 Plaza America Drive | | |
| Internal Address: | 11th Floor | | |
| City: | Reston | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20190 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Blackboard Collaborate Inc. | | |
| Street Address: | 11720 Plaza America Drive | | |
| Internal Address: | 11th Floor | | |
| City: | Reston | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20190 | | |
| Entity Type: | Corporation: DELAWARE | | |
| Name: | Edline LLC | | |
| Street Address: | 11720 Plaza America Drive | | |
| Internal Address: | 11th Floor | | |
| City: | Reston | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20190 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| Name: | Teacherweb, Inc. | | |
| Street Address: | 11720 Plaza America Drive | | |
| Internal Address: | 11th Floor | | |
| City: | Reston | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 20190 | | |
| TRADEMARK | | | |

CH \$1090.00 2842368

| | |
|--------------------------|---------------------------|
| Entity Type: | Corporation: DELAWARE |
| Name: | Parlant Technology, Inc. |
| Street Address: | 11720 Plaza America Drive |
| Internal Address: | 11th Floor |
| City: | Reston |
| State/Country: | VIRGINIA |
| Postal Code: | 20190 |
| Entity Type: | Corporation: UTAH |
| Name: | Schoolwires, Inc. |
| Street Address: | 11720 Plaza America Drive |
| Internal Address: | 11th Floor |
| City: | Reston |
| State/Country: | VIRGINIA |
| Postal Code: | 20190 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 43

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 2842368 | BB |
| Registration Number: | 2710644 | BB |
| Registration Number: | 2291981 | BB |
| Registration Number: | 2732874 | BB |
| Registration Number: | 3194140 | BBWORLD |
| Registration Number: | 3194141 | BBWORLD |
| Registration Number: | 2816403 | BEHIND THE BLACKBOARD |
| Registration Number: | 2816404 | BEHIND THE BLACKBOARD |
| Registration Number: | 2806365 | BEHIND THE BLACKBOARD |
| Registration Number: | 2771343 | BEHIND THE BLACKBOARD |
| Registration Number: | 2822464 | BLACKBOARD |
| Registration Number: | 2816405 | BLACKBOARD |
| Registration Number: | 2315293 | BLACKBOARD |
| Registration Number: | 2590661 | BLACKBOARD |
| Registration Number: | 2729998 | BLACKBOARD |
| Registration Number: | 3935428 | BLACKBOARD BUILDING BLOCKS |
| Registration Number: | 3935427 | BLACKBOARD BUILDING BLOCKS |
| Registration Number: | 4374526 | BLACKBOARD STUDENT SERVICES |
| Registration Number: | 2682541 | COURSE CARTRIDGE |
| Registration Number: | 2521360 | COURSESITE |
| Registration Number: | 2816498 | POWERED BY BLACKBOARD |

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------|
| Registration Number: | 2423014 | WEBCT |
| Registration Number: | 2813420 | XYTHOS |
| Registration Number: | 4181709 | BLACKBOARD STUDENT SERVICES |
| Registration Number: | 5544858 | SAFEASSIGN |
| Registration Number: | 4184975 | BLACKBOARD COLLABORATE |
| Registration Number: | 2845069 | EDLINE |
| Registration Number: | 2650904 | EASY GRADE PRO |
| Registration Number: | 3063503 | GRADEQUICK |
| Registration Number: | 4609830 | |
| Registration Number: | 4556091 | C |
| Registration Number: | 4555764 | CLOUDSPEAKER |
| Registration Number: | 4501840 | MEMBERSPARK IGNITE |
| Registration Number: | 4514094 | |
| Registration Number: | 4498138 | IGNITE THE CONVERSATION |
| Registration Number: | 4498047 | MEMBERSPARK |
| Registration Number: | 4539713 | |
| Registration Number: | 2622661 | PARENTLINK |
| Registration Number: | 4744738 | SOCIABILITY |
| Registration Number: | 4625235 | NIMBUS |
| Registration Number: | 2614423 | |
| Registration Number: | 2614422 | SCHOOLWIRES |
| Registration Number: | 2647575 | TEACHERWEB |

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000

Email: juan.arias@weil.com

Correspondent Name: Sotiri Varlokostas

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: S. Varlokostas-26513.0019

NAME OF SUBMITTER: Sotiri Varlokostas

SIGNATURE: /Sotiri Varlokostas/

DATE SIGNED: 10/25/2021

Total Attachments: 5

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**RELEASE OF
SECURITY INTEREST IN TRADEMARK COLLATERAL**

THIS **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this “Release”), is entered into as of October 25, 2021 by **WILMINGTON TRUST, NATIONAL ASSOCIATION**, as collateral agent for the Secured Parties (as defined in the Trademark Security Agreements referred to below) (in such capacity, the “Collateral Agent”) in connection with the grant of security interests in certain trademarks by Blackboard Inc., a Delaware corporation (“Blackboard”), Blackboard Collaborate Inc., a Delaware corporation (“Blackboard Collaborate”), Edline LLC, a Delaware limited liability company (“Edline”), Teacherweb, Inc., a Delaware corporation (“Teacherweb”), Parlant Technology, Inc., a Utah corporation (“Parlant”), and Schoolwires, Inc., a Delaware corporation (“Schoolwires”) and, collectively with Blackboard, Blackboard Collaborate, Edline, Teacherweb and Parent, the “Grantor”), in favor of the Collateral Agent. Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Second Lien Collateral Agreement dated as of November 6, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time), among Blackboard, the subsidiaries of the Blackboard from time to time party thereto and the Collateral Agent.

WITNESSETH:

WHEREAS, WHEREAS, the Grantor entered into that certain Second Lien Trademark Security Agreement (the “Trademark Security Agreement”) dated as of November 6, 2019, 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 Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 7, 2019 at Reel 6791, Frame 0018; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Liens on and security interests in the Trademarks set forth on Schedule I hereto (the “Trademarks”) and in the Trademark Collateral.

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

1. Definitions. The term “Trademark Collateral”, as used herein, means (a) each Trademark, including without limitation, each Trademark, and (b) 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 infringement of any Trademark owned by the Grantor.

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

3. Further Assurances. The Collateral Agent hereby authorizes the Grantor 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. 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.

5. 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.



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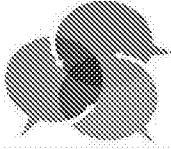

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Collateral Agent

By: 
Name: Arlene Thelwell
Title: Vice President

SCHEDULE I
Trademark Registrations

| <u>Registered Owner</u> | <u>Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-----------------------------|---|----------------------------|--------------------------|
| Blackboard Inc. | BB | 2842368 | 05/18/2004 |
| Blackboard Inc. | BB | 2710644 | 04/29/2003 |
| Blackboard Inc. |  BB | 2291981 | 11/16/1999 |
| Blackboard Inc. |  BB | 2732874 | 07/01/2003 |
| Blackboard Inc. | BBWORLD | 3194140 | 01/02/2007 |
| Blackboard Inc. | BBWORLD | 3194141 | 01/02/2007 |
| Blackboard Inc. | BEHIND THE BLACKBOARD | 2816403 | 02/24/2004 |
| Blackboard Inc. | BEHIND THE BLACKBOARD | 2816404 | 02/24/2004 |
| Blackboard Inc. | BEHIND THE BLACKBOARD | 2806365 | 01/20/2004 |
| Blackboard Inc. | BEHIND THE BLACKBOARD | 2771343 | 10/07/2003 |
| Blackboard Inc. | BLACKBOARD | 2822464 | 03/16/2004 |
| Blackboard Inc. | BLACKBOARD | 2816405 | 02/24/2004 |
| Blackboard Inc. | BLACKBOARD | 2315293 | 02/08/2000 |
| Blackboard Inc. | BLACKBOARD | 2590661 | 07/09/2002 |
| Blackboard Inc. | BLACKBOARD | 2729998 | 06/24/2003 |
| Blackboard Inc. | BLACKBOARD BUILDING BLOCKS | 3935428 | 03/22/2011 |
| Blackboard Inc. | BLACKBOARD BUILDING BLOCKS | 3935427 | 03/22/2011 |
| Blackboard Inc. | BLACKBOARD STUDENT SERVICES | 4374526 | 07/30/2013 |
| Blackboard Inc. | COURSE CARTRIDGE | 2682541 | 02/04/2003 |
| Blackboard Inc. | COURSESITE | 2521360 | 12/18/2001 |
| Blackboard Inc. | POWERED BY BLACKBOARD | 2816498 | 02/24/2004 |
| Blackboard Inc. | WEBCT | 2423014 | 01/23/2001 |
| Blackboard Inc. | XYTHOS | 2813420 | 02/10/2004 |
| Blackboard Inc. | BLACKBOARD STUDENT SERVICES | 4181709 | 07/31/2012 |
| Blackboard Inc. | SAFEASSIGN | 5544858 | 8/21/2018 |
| Blackboard Collaborate Inc. | BLACKBOARD COLLABORATE | 4184975 | 08/07/2012 |

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|-------------------------|---|---------|------------|
| Edline LLC | EDLINE | 2845069 | 05/25/2004 |
| Edline LLC | EASY GRADE PRO | 2650904 | 11/19/2002 |
| Edline LLC | GRADEQUICK | 3063503 | 02/28/2006 |
| Parlant Technology Inc. |  | 4609830 | 09/23/2014 |
| Parlant Technology Inc. |  | 4556091 | 06/24/2014 |
| Parlant Technology Inc. | CLOUDSPEAKER | 4555764 | 06/24/2014 |
| Parlant Technology Inc. | MEMBERSPARK IGNITE | 4501840 | 03/25/2014 |
| Parlant Technology Inc. |  | 4514094 | 04/15/2014 |
| Parlant Technology Inc. | IGNITE THE CONVERSATION | 4498138 | 03/18/2014 |
| Parlant Technology Inc. | MEMBERSPARK | 4498047 | 03/18/2014 |
| Parlant Technology Inc. |  | 4539713 | 05/27/2014 |
| Parlant Technology Inc. | PARENTLINK | 2622661 | 09/24/2002 |
| Parlant Technology Inc. | SOCIABILITY | 4744738 | 05/26/2015 |
| Schoolwires, Inc. | NIMBUS | 4625235 | 10/21/2014 |
| Schoolwires, Inc. |  | 2614423 | 09/03/2002 |
| Schoolwires, Inc. | SCHOOLWIRES | 2614422 | 09/03/2002 |
| TeacherWeb, Inc. | TEACHERWEB | 2647575 | 11/05/2002 |

Trademark Applications

None.