



03-25-2009



103553780

Docket No.: 072575-0122

To the Director of the U. S. Patent and

you may attach the attached documents or the new address(es) below.

1. Name of Conveying Party(ies)
Robert L. ALCORN and Deborah EVERHART

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: **BLACKBOARD INC.**
 Internal Address:

3. Nature of Conveyance/Execution Date(s)

Execution Date(s): **January 28, 2009, January 28, 2009**
 (respectively)

Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other

Address: **650 Massachusetts Avenue N.W. 6th Floor,
 Washington D.C. 20001 USA**

Additional name(s) & address(es) attached? Yes No

3-20-09

4. Application or patent number(s):
 A. Patent Application No(s).
12/347,071

This document is being filed together with a new application.
 B. Patent No(s).

Additional numbers attached? Yes No

5. Name and address to whom correspondence concerning document should be mailed:

Name: **MCDERMOTT WILL & EMERY LLP**
 Internal Address:

Street Address: **600 13th Street, N.W.**

City: **Washington** State: **D. C.** Zip: **20005-3096**

Phone Number: **202.756.8000**
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 Email Address:

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) **\$40.00**

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number **500417**
 Authorized User Name _____

9. Signature.
Eric M. Shelton 57,630

March 20, 2009

Name and Registration No. of Person Signing Signature Date

Total number of pages including cover sheet, attachments and documents: 3

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ASSIGNMENT

WHEREAS we, Deborah EVERHART and Robert L. ALCORN of 4210 38th St. NW, Washington, DC 20016; and 4415 4th Street South, Arlington VA 22204, respectively, have made a certain new and useful invention as set forth in the utility application for United States Letters Patent, entitled SYSTEMS AND METHODS FOR INTEGRATING EDUCATIONAL SOFTWARE SYSTEMS, for which United States Patent Application Number 12/347,071 was filed on December 31, 2008;

AND WHEREAS, Blackboard Inc., a corporation of Delaware and having an address of 650 Massachusetts Avenue, N.W., 6th Floor, Washington, DC 20001 is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, we do hereby sell, assign, transfer and set over unto Blackboard Inc. (Assignee), its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned applications, including the right of priority and including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention;

UPON SAID CONSIDERATIONS, we hereby agree with the said Assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration but at the expense of said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and Assignee;

AND we hereby grant the Assignee, its successors, legal representatives and assigns, the power to insert on this instrument any further identification that may be necessary or desirable to comply with the recordation rules of any appropriate and competent authority, including, without limitation, the United States Patent and Trademark Office.

