

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Blackboard Connect Inc.	08/04/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	12388452
Application Number:	12480535
Application Number:	12344112
Application Number:	12346748
Application Number:	12346749
CORRESPONDENCE DATA	
Fax Number:	(214)981-3400
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-981-3483
Email:	dclark@sidley.com
Correspondent Name:	Dusan Clark, Esq.
Address Line 1:	Sidley Austin LLP
Address Line 2:	717 N. Harwood St., Suite 3400
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	36084-37370
NAME OF SUBMITTER:	Dusan Clark

CH \$200.00 12388452

501254640

PATENT
REEL: 024798 FRAME: 0221

Total Attachments: 5

source=Executed Blackboard Connect Inc Patent Grant#page1.tif

source=Executed Blackboard Connect Inc Patent Grant#page2.tif

source=Executed Blackboard Connect Inc Patent Grant#page3.tif

source=Executed Blackboard Connect Inc Patent Grant#page4.tif

source=Executed Blackboard Connect Inc Patent Grant#page5.tif

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES PATENTS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 4, 2010 by and from BLACKBOARD CONNECT INC., a Delaware corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, Blackboard Inc. (the "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Grantor and certain other Subsidiaries of the Borrower have guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time).

WHEREAS, the Borrower, Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the patents listed on Exhibit A attached hereto (the "Patents"), which Patents are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations, or in accordance with Section 8.19 of Security Agreement, Grantee shall promptly execute, acknowledge, and deliver to the Administrative Agent, and the Administrative Agent shall promptly execute, acknowledge, and deliver to Grantor, all reasonably requested instruments in writing releasing the security interest in all (in the case of payment in full of all Secured Obligations) or a portion of the Patents acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Patents now owned or from time to time after the date hereof owned or

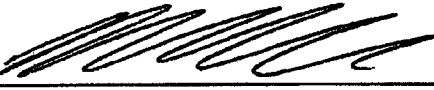
acquired by Grantor, together with (2) all proceeds of such Patents, (3) the goodwill associated with such Patents and (4) all causes of action arising prior to or after the date hereof for infringement of such Patents or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

BLACKBOARD CONNECT INC.

By: 

Name: Matthew Small

Title: Secretary and Vice President

Confirmatory Grant of Security Interest In United States Patents

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS

Exhibit A - SCHEDULE OF PATENTS

Application Number	Title	Status
12/388,452	Method and system for displaying plural notification from plural sources	Published
12/480,535	Method and system for transmitting a plurality of notifications in a notification pool	Published
12/344,112	Hierarchal structure of a notification systems including rights based on roles	Published
12/346,748	Dynamic formation of groups in a notification system	Published
12/346,749	Concatenating messages from multiple sources in a notification system	Published