

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT8047088

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BLACKBOARD INC.	04/30/2019
RECEIVING PARTY DATA	
Name:	TRANSACT CAMPUS INC.
Street Address:	18700 N. HAYDEN ROAD, SUITE 230
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85255
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	9129090
Patent Number:	8763070
CORRESPONDENCE DATA	
Fax Number:	(816)691-3495
<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:	816 842-8600
Email:	lora.gurley@stinson.com
Correspondent Name:	STINSON LLP - ATTN: PATENT GROUP
Address Line 1:	1201 WALNUT STREET, SUITE 2900
Address Line 4:	KANSAS CITY, MISSOURI 64106-2150
ATTORNEY DOCKET NUMBER:	3516390.0070/0071
NAME OF SUBMITTER:	LORA GURLEY
SIGNATURE:	/loragurley/
DATE SIGNED:	07/10/2023
Total Attachments: 5	
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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this “Patent Assignment”) is made as of April 30, 2019 (the “Effective Date”) by and between Blackboard Inc., a corporation organized under the laws of Delaware (“Assignor”) and Campus Transact Inc. (f/k/a Blackboard Transact, Inc.), a corporation organized under the laws of Delaware (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignor, Assignee and RCP Vega, Inc., a corporation organized under the laws of Delaware (“Buyer”) have entered into a certain Stock Purchase Agreement, dated as of March 7, 2019 (as amended, the “Purchase Agreement”), pursuant to which Buyer is acquiring all or substantially all of the Business (as defined in the Purchase Agreement) by way of consummation of the Transactions (as defined in the Purchase Agreement), including without limitation the Assigned Patent Rights (defined below); and

WHEREAS, in connection with the Closing (as defined in the Purchase Agreement) and the consummation of the Transactions (as defined in the Purchase Agreement), Assignee agrees to assume and accept all of Assignor’s right, title and interest in and to the Assigned Patent Rights (as defined below).

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor hereby does irrevocably sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide right, title, and interest in and to: (i) the patents listed on Annex A hereto including all provisionals, divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals and extensions thereof; (ii) any related or corresponding United States provisional or non-provisional application embodying the inventions described in the Patents or any other United States application claiming priority to a provisional application under 35 U.S.C. § 119(e) or converted therefrom, or any application claiming the benefit of a non-provisional application under 35 U.S.C. § 120, including all divisions, continuations, reexaminations, and reissues thereof and all patents that may be granted thereon, including any other counterparts thereto worldwide; (iii) all rights to claim priority to the foregoing under any of the International Convention for the Protection of Industrial Property (“Paris Convention”), the Patent Cooperation Treaty (“PCT”), and applicable bilateral or multilateral treaties; (iv) all rights to request, apply for, file and register the foregoing; (v) all patents issuing from any of the foregoing; and (vi) all rights of action and remedies, demands, income, damages, royalties, payments, accounts and accounts receivable now or hereafter due and/or payable, arising from any of the foregoing, including without limitation all claims for damages and rights to seek injunctive relief by reason of present, past and future infringement or violation of any of the foregoing; in respect of the foregoing, in each case of (i) – (vi), to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignor had this assignment not been made (collectively, the “Assigned Patent Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental patent office and an official of any intergovernmental organization, whose duty is to issue patent registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors and assigns, in accordance with the terms of this Patent Assignment.

3. This Patent Assignment is made in furtherance of the Purchase Agreement. In the event of any conflict between the provisions of this Patent Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Assignor and Assignee each agree to execute, now or hereafter, any additional documents that the other party may reasonably request to evidence the assignment of the Assigned Patent Rights to Assignee.

5. This Patent Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

6. Neither Assignor nor Assignee makes hereby any warranty herein, express or implied, of any nature, concerning the Assigned Patent Rights.

7. This Patent Assignment is to be governed and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of laws.


8. This Patent Assignment may be executed in two or more counterparts, all of which will be considered one and the same Patent Assignment.

[Signature page follows.]

The undersigned parties, by their authorized representatives, have executed this Patent Assignment effective as of the Effective Date:

ASSIGNEE

Transact Campus Inc.

By: 
Name: Stuart Kupinsky
Title: Secretary

ASSIGNOR

Blackboard Inc.

By: _____
Name: Richard Essex II
Title: Chief Financial Officer

The undersigned parties, by their authorized representatives, have executed this Patent Assignment effective as of the Effective Date:

ASSIGNEE

Transact Campus Inc.

By: _____
Name: Stuart Kupinsky
Title: Secretary

ASSIGNOR

Blackboard Inc.

By:  _____
Name: Richard Essex II
Title: Chief Financial Officer

ANNEX A

ASSIGNED PATENT RIGHTS

Title	Assignee of Record	App./Pat. No. (Jurisdiction)	Filing Date	Issue / Registration Date
Distributed Service Point Transaction System	Blackboard, Inc.	9,129,090 (US)	14 September 2009	08 September 2015
Electronic Transactions System	Blackboard, Inc.	8,763,070 (US)	01 June 2009	24 June 2014