

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338871

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCHOOLWIRES, INC.		04/17/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	101 N Tryon St.		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4625235	NIMBUS	
Registration Number:	2614423		
Registration Number:	2614422	SCHOOLWIRES	
Serial Number:	86368106	SCHOOLWIRES OUTREACH	
Serial Number:	86368104	SCHOOLWIRES INCLUR	
CORRESPONDENCE DATA			
Fax Number:	2028570940		
<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:	202.682.7276		
Email:	Juan.Arias@weil.com		
Correspondent Name:	Daniel T. Ferguson		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	1300 I Street, NW, Suite 900		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	D. FERGUSON 26513.0004		
NAME OF SUBMITTER:	Daniel T. Ferguson		
SIGNATURE:	/Daniel T. Ferguson/		
DATE SIGNED:	04/21/2015		

CH \$140.00 4625235

Total Attachments: 5

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2015 (this "Agreement"), among SCHOOLWIRES, INC., a Delaware corporation ("Grantor"), and BANK OF AMERICA, N.A., as Collateral Agent (the "Collateral Agent") for the Secured Parties.

Reference is made to 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, the "Security Agreement"), among Blackboard Inc. (the "Borrower"), the subsidiaries of the Borrower from time to time party thereto and the Collateral Agent. The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement dated as of October 4, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Consistent with the requirements of the Credit Agreement and pursuant to and in accordance with Section 3.02(b) of the Security Agreement, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor and wherever located or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(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 or II;

(b) all assets, rights and interests that uniquely reflect or embody each Trademark; 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 owned by the Grantor (including, without limitation, any Trademark identified in Schedule I or II hereto).

Notwithstanding the foregoing, the Trademark Collateral shall not extend to, and the term "Trademark Collateral" (and any component definition thereof) shall not include, any Excluded Property.

SECTION 3. *Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including “.pdf” or “.tif” format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of New York (without giving effect to the conflict of laws principles thereof).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SCHOOLWIRES, INC.

By: 
Name: Samuel E. Logan
Title: President & Secretary

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

By: _____
Name:
Title:


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

By: 

Name: _____
Title: Justin Smiley
Vice President

Schedule I

Trademark Registrations

<u>Registered Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Schoolwires, Inc.	NIMBUS	4,625,235	Aug. 17, 2001
Schoolwires, Inc.		2,614,423	Jan. 6, 2001
Schoolwires, Inc.	SCHOOLWIRES	2,614,422	Jan. 6, 2001

Schedule II

Trademark Applications

<u>Registered Owner</u>	<u>Trademark</u>	<u>Serial Number</u>	<u>Date Filed</u>
Schoolwires, Inc.	SCHOOLWIRES OUTREACH	86/368,106	Aug. 15, 2014
Schoolwires, Inc.	SCHOOLWIRES INCLUR	86/368,104	Aug. 15, 2014