

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SkillSoft Ireland Limited		02/09/2009	Limited Company: IRELAND

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Credit Suisse
<b>Street Address:</b>	Eleven Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	CORPORATION: SWITZERLAND

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	3251459	BOOKS24X7
Registration Number:	2606163	REFERENCEWARE
Registration Number:	2937219	KNOWLEDGE COMMUNICATION
Registration Number:	2433993	KNOWLEDGENET
Registration Number:	3139499	LEARNFLOW
Registration Number:	1768942	NETG
Registration Number:	2913670	NETGLEARNING
Registration Number:	1694128	SKILL BUILDER
Registration Number:	2975518	WAVE
Registration Number:	2560551	ROLEPLAY
Registration Number:	2566310	ROLEPLAY
Registration Number:	2580718	SEARCH-AND-LEARN
Registration Number:	2514076	SEARCH-AND-LEARN
Registration Number:	2611913	SKILLPORT

**CH \$665.00 3251459**

Registration Number:	2457251	SKILLPORT
Registration Number:	2469531	SKILLSOFT
Registration Number:	2827570	SKILLSOFT
Registration Number:	2667976	SKILLSOFT
Registration Number:	2140071	SKILLVIEW
Registration Number:	2530833	BOOKS24X7.COM
Registration Number:	1931084	MODERN AGE BOOKS
Registration Number:	1515886	APPLIED LEARNING
Serial Number:	78730628	GOV EXPERT NOW
Registration Number:	2669667	K
Registration Number:	3553944	ROLEPLAY
Registration Number:	3553942	ROLEPLAY

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2647  
Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
Address Line 1: 233 S. Wacker Drive  
Address Line 2: c/o Latham & Watkins LLP  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	029032-0018
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	02/11/2009

**Total Attachments: 6**  
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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of February 9, 2009 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by SkillSoft Ireland Limited, an Ireland Limited Company (the "Grantor"), in favor of CREDIT SUISSE, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of May 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SkillSoft Public Limited Company, Grantor, the Lenders party thereto, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger, Key Bank, as syndication agent, Credit Suisse, as administrative agent and Collateral Agent, and Silicon Valley Bank, as documentation agent, and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a Guarantee and Collateral Agreement dated as of May 14, 2007 (the "Guarantee and Collateral Agreement") among the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any other Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Collateral Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any

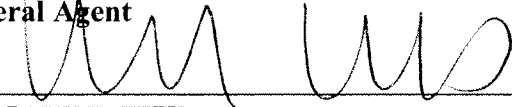
number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

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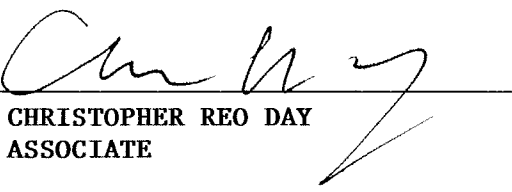


Accepted and Agreed:

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH,  
as Collateral Agent**

By: 

Name: **ROBERT HETU**  
Title: **MANAGING DIRECTOR**

By: 

Name: **CHRISTOPHER REO DAY**  
Title: **ASSOCIATE**

[Signature Page to the Trademark Security Agreement]

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Trademark</b>	<b>Application/ Registration No.</b>
Books24x7	3251459
Referenceware	2606163
KNOWLEDGE COMMUNICATION	2937219
KNOWLEDGENET	2433993
LEARNFLOW	3139499
NETG	1768942
NETGLEARNING	2913670
SKILL BUILDER	1694128
WAVE	2975518
RolePlay	2560551
RolePlay	2566310
Search-and-Learn	2580718
Search-and-Learn	2514076
SkillPort	2611913
SkillPort	2,457,251
SkillSoft	2469531
SkillSoft	2827570
SkillSoft	2667976
SkillView	2140071
Books24x7.com	2530833
Modern Age Books	1931084
APPLIED LEARNING	1515886
GOV EXPERT NOW	78/730,628
K & design	2669667
RolePlay	3553944
RolePlay	3553942