

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Element K Corporation		10/14/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Skillsoft Ireland Limited		
<b>Street Address:</b>	Belfield Office Park		
<b>City:</b>	Clonskeagh, Dublin 4		
<b>State/Country:</b>	IRELAND		
<b>Entity Type:</b>	Private Limited Company: IRELAND		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2264695	VLAB	
Registration Number:	2470153	QUICKSKILL	
Registration Number:	2519339	VLAB	
Registration Number:	2559834	ELEMENT K	
Registration Number:	2568223		
Registration Number:	2664197	ELEMENT K SELECT	
Registration Number:	2861291	QUICKSKILL 3 CBT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)235-9493		
<b>Phone:</b>	617 235 4941		
<b>Email:</b>	trademarks@ropesgray.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Aaron J. Schohn		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	ROPES & GRAY LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		

CH \$190.00 2264695

ATTORNEY DOCKET NUMBER:	BPKB-169-007
<b>DOMESTIC REPRESENTATIVE</b>  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:	
NAME OF SUBMITTER:	Aaron J. Schohn
Signature:	/Aaron J Schohn/
Date:	11/10/2011
<b>Total Attachments: 11</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif source=Trademark Assignment#page9.tif source=Trademark Assignment#page10.tif source=Trademark Assignment#page11.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of October 14, 2011 (the "Closing Date"), by and among:

(A) SKILLSOFT IRELAND LIMITED, a private limited company incorporated under the laws of Ireland (the "Assignee"); and

(B) ELEMENT K CORPORATION, a company incorporated in Delaware (the "Assignor").

Capitalized terms which are used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement, dated as of the date hereof, by and among the Assignee and the Assignor and certain affiliates of the foregoing (the "Purchase Agreement").

### RECITALS

**WHEREAS**, the Assignor has adopted and used and are using in commerce the marks set forth in the attached Schedule A (collectively, the "Marks"); and

**WHEREAS**, pursuant to the Purchase Agreement, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Marks and the goodwill associated with such Marks as set forth on Schedule A;

**WHEREAS**, in conjunction with this Assignment, the Assignee is acquiring the portion of the Assignor's business to which the Marks being assigned to the Assignee pertain; and

**WHEREAS**, all of the terms and conditions precedent provided in the Purchase Agreement have been met and performed by the respective parties thereto, and the Assignor and the Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the Assignor's execution and delivery to the Assignee of this instrument evidencing the assignment by the Assignor and the assumption by the Assignee of all the Marks in accordance with Schedule A.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual representations, warranties, covenants and promises contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Effective as of the Closing Date, the Assignor hereby assigns to the Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, as set forth on Schedule A.

Section 2. Effective upon the Closing Date, the Assignor authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks being assigned to the Assignee in accordance with Schedule A.

Section 3. After the Closing Date and at the Assignee's request, the Assignor will, at the Assignee's sole expense, provide further cooperation reasonably necessary (such as executing and delivering additional assignments, affidavits, and other documents and providing information and materials) to obtain, perfect, and defend the Marks in the United States or any foreign country.

Section 4. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

Section 5. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

**[Signatures Follow On a Separate Page]**

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

“Assignor”

**ELEMENT K CORPORATION**

By: [Signature]  
Name: SAPNESH CALLA  
Title: VP

[Jurisdiction]

Fulton [city/county] Georgia, ss.

On this 14<sup>th</sup> day of October, 2011, before me, the undersigned notary public,  
Day Month

personally appeared SAPNESH CALLA,  
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were GA Driver's License

Description of Evidence of Identity

to be the person(s) whose name(s) is are signed on the preceding or attached document, and  
acknowledged to me that he she/they signed it voluntarily for its stated purpose.



as Vice President for  
Title of Office  
Element K Corporation  
Carey L. Miller  
Signature of Notary Public

Place Notary Seal and/or Stamp above

[Trademark Assignment Signature Page]

ACCEPTED:

"Assignee"

**SKILLSOFT IRELAND LIMITED**

By: Imelda Stine  
Name: IMELDA STINE  
Title: Director

[Jurisdiction]

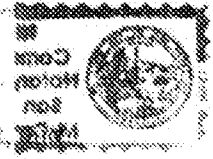
\_\_\_\_\_ [city/county] \_\_\_\_\_, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned notary public,  
Day Month

personally appeared \_\_\_\_\_  
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were \_\_\_\_\_

\_\_\_\_\_ Description of Evidence of Identity



to be the person(s) whose name(s) is/are signed on the preceding or attached document,  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

As \_\_\_\_\_ for  
Title of Office

See Attached  
Signature of Notary Public

Place Notary Seal and/or Stamp above

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Mateo

On 10/12/2011 before me, Nikki L. Hopper

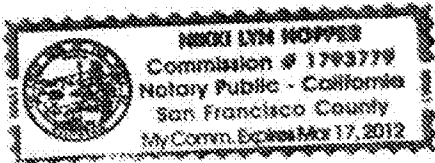
personally appeared Imelda Marie Shine

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nikki L. Hopper



Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

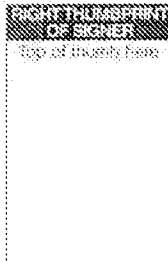
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

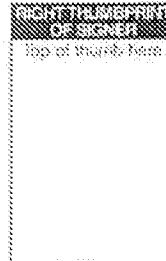
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

## Schedule A

### Element K Unregistered Service Marks and Trademarks:

- KNOWLEDGEHUB
- CONTENTHUB
- PROFILES IN LEADERSHIP

### Element K Registered U.S. Trademarks:

Serial Number	Reg. Number	Word Mark	Live/Dead
75480775	2264695	VLAB	LIVE
75589624	2470153	QUICKSKILL	LIVE
75899463	2519339	(face) VLAB	LIVE
75915677	2559834	ELEMENT K	LIVE
76019491	2568223	The lines of the spark pointing north, northeast, south and southeast are in dark orange. The lines of the spark pointing east, west, northwest and southwest are in dark blue.	LIVE
76167971	2664197	ELEMENT K SELECT	LIVE
78131747	2861291	QUICKSKILL 3 CBT	LIVE
75589622	2304169	QUICKSKILLCBT	DEAD (9/30/2006)
76339703		KNOWLEDGE2	DEAD (9/26/2002)
76298992		The mark consists of the sequence of musical notes in the key of C Major comprised of (1) the notes middle C and the C one octave below middle C sounded as an octave suspended beneath (2) a melody sounding the notes E, F, G, and C in which the E, F, and G are the ones above middle C and the C is one octave above middle C, and in which the E and F are sixteenth notes, the G is an eighth note, and the C is a half note	DEAD (8/5/2003)



Serial Number	Reg. Number	Word Mark	Live/Dead
75017574	2116727	EXPRESSLINE	DEAD (8/28/2004)
75805343		INSIDE WEB DEVELOPMENT	DEAD (8/18/2000)
75403810		INTERNET SEARCH ADVANTAGE	DEAD (8/13/2008)
76363697	2730478	E-LEARNING WITH A HUMAN TOUCH	DEAD (7/31/2010)
75589621		QUICKSKILLCBT	DEAD (7/31/2000)
75589623		QUICKSKILL	DEAD (7/31/2000)
75335605	2286208	LEARNPRO	DEAD (7/22/2006)
75335606	2286209	LEARNPRO	DEAD (7/22/2006)
75908478	2497112	(face) VLAB	DEAD (7/11/2008)
75283592	2190577	The mark consists of a square containing a stylized greater than or equal to symbol.	DEAD (6/25/2005)
75448427	2277493	CUSTOM CLASSROOM LIBRARY	DEAD (6/24/2006)
75476805	2380334	BEYOND WEB BASICS	DEAD (6/2/2007)
75522858		THE HI-TECH HUB	DEAD (6/19/2000)
75620311		EFOCUS	DEAD (6/15/2000)
75620312		EFOCUS	DEAD (6/15/2000)
75419242		WEB FANATIC'S GUIDE TO THE INTERNET	DEAD (5/31/2000)
74562910	2184314	(cl with a key) Custom Classroom Library	DEAD (5/28/2005)
75419243		ABC'S FOT THE WWW	DEAD (5/24/2001)
75942296	2602006	THE KNOWLEDGE CATALYST	DEAD (5/2/2009)
76181546	2617025	(unlocked lock) knowledge.	DEAD (5/16/2009)
76191715	2617093	ALLIANCEPLUS	DEAD (5/16/2009)
75333449	2274892	LEARNPRO	DEAD (4/3/2010)
76078849	2596945	REAL LEARNING FOR A VIRTUAL WORLD	DEAD (4/25/2009)
75035355	2082361	EXPRESSLINE	DEAD (4/24/2004)
75403809		INTERNET SEARCH ADVANTAGE	DEAD (4/14/2008)
76308486		SPARK	DEAD (3/4/2004)
75942295		SETTING KNOWLEDGE FREE	DEAD (3/26/2002)
75474165	2360884	THE COMPLETE WEB SITE CD	DEAD (3/24/2007)
75942294		THE ESSENTIAL INGREDIENT	DEAD (3/19/2002)

Serial Number	Reg. Number	Word Mark	Live/Dead
75335603		LEARNPRO	DEAD (3/13/2001)
78054657	2738912	KNOWLEDGECOACH	DEAD (2/20/2010)
76179089		(clock) goodauthority	DEAD (12/14/2001)
76212411	2714252	EILT	DEAD (12/12/2009)
73422103	1381822	(greater than or equal sign) Logical Operations	DEAD (11/11/2006)
75589636	2553098	QUICKSKILL	DEAD (1/3/2009)
74039059	1631580	(four verticle bars) COBB	DEAD (1/26/2002)
75456140		BUILDING INTERNET COMMUNITIES	DEAD (1/26/2001)
75687546		TECHEXPERT	DEAD (1/22/2001)
75688064		TECHEXPERT	DEAD (1/22/2001)
76216057		UNLOCK KNOWLEDGE	DEAD (1/20/2002)
75631180		INTERNET SEARCH ADVANTAGE	DEAD (1/17/2000)
75061285		INTERACTIVE TRAINING COMPANION	DEAD

**Element K Foreign Trademarks:**

Country	Mark Name	Application #	Registration #	Status/Sub-Status
Argentina	Element K	2.351.608	1.903.621	Registered/Issued
Argentina	Element K	2.351.609	1.903.622	Registered/Issued
Argentina	Element K	2.351.610	1.903.624	Registered/Issued
Argentina	K Starburst Design	2.351.616	1.867.610	Registered/Issued
Argentina	K Starburst Design	2.351.614	1.867.613	Registered/Issued
Argentina	K Starburst Design	2.351.615	1.867.612	Registered/Issued
Australia	Element K	845598	845598	Registered/Issued
Australia	K Starburst Design	850140	850140	Registered/Issued
Brazil	Element K	824.033.493	824.033.493	Registered/Issued
Brazil	Element K	824.033.515	824.033.515	Registered/Issued
Canada	E-Learning with a Human Touch	1,129,801	TMA629,712	Registered/Issued
Canada	Element K	1,114,440	TMA579,824	Registered/Issued
Canada	K Starburst Design	1,114,442	TMA587,385	Registered/Issued
Canada	The Knowledge Catalyst	1,114,441	TMA607,952	Registered/Issued
Chile	Element K	551.077	633.650	Registered/Issued

Country	Mark Name	Application #	Registration #	Status/Sub-Status
Chile	Element K	551.078	633.651	Registered/Issued
Chile	Element K	551.079	633.652	Registered/Issued
Chile	K Starburst Design	551.074	633.076	Registered/Issued
Chile	K Starburst Design	551.075	633.173	Registered/Issued
Chile	K Starburst Design	551.076	663.172	Registered/Issued
China P.R.	Element K	2000/120518	1714196	Registered/Issued
China P.R.	Element K	2000/120519	1745975	Registered/Issued
China P.R.	Element K	2000/120517	1759667	Registered/Issued
China P.R.	K Starburst Design	2000/141848	1742945	Registered/Issued
China P.R.	K Starburst Design	2000/141840	1708886	Registered/Issued
China P.R.	K Starburst Design	2000/141847	1985543	Registered/Issued
Colombia	Element K	01-078245	258851	Registered/Issued
Colombia	Element K	01-078244	258850	Registered/Issued
Colombia	Element K	01-078243	258849	Registered/Issued
Colombia	K Starburst Design	01-078242	258848	Registered/Issued
Colombia	K Starburst Design	01-078241	258847	Registered/Issued
Colombia	K Starburst Design	01-078240	258846	Registered/Issued
Community Trademark	E-Learning with a Human Touch	002561157	002561157	Registered/Issued
Community Trademark	Element K	1798883	179883	Registered/Issued
Community Trademark	K Starburst Design	1851559	1851559	Registered/Issued
Community Trademark	VLAB Logo	1815943	1815943	Registered/Issued
Egypt	Element K	135231	135231	Registered/Issued
Egypt	Element K	135232	135232	Registered/Issued
Egypt	Element K	135233	135233	Registered/Issued
Egypt	K Starburst Design	139789	139789	Registered/Issued
Egypt	K Starburst Design	139790	139790	Registered/Issued
Egypt	K Starburst Design	139791	139791	Registered/Issued
India	Element K	945160	945160	Registered/Issued

Country	Mark Name	Application #	Registration #	Status/Sub-Status
India	Element K	945161	945161	Registered/Issued
India	K Starburst Design	945156	945156	Registered/Issued
India	K Starburst Design	945157	945157	Registered/Issued
Japan	Element K	2000-87552	4599723	Registered/Issued
Japan	K Starburst Design	2000-100548	4582158	Registered/Issued
Mexico	Element K	506583	742351	Registered/Issued
Mexico	Element K	806581	742350	Registered/Issued
Mexico	Element K	506586	744505	Registered/Issued
Mexico	K Starburst Design	506585	750225	Registered/Issued
Mexico	K Starburst Design	506582	757583	Registered/Issued
Mexico	K Starburst Design	506579	742349	Registered/Issued
Morocco	Element K	17997	17997	Registered/Issued
Morocco	Element K	74452	74452	Registered/Issued
Morocco	K Starburst Design	17995	17995	Registered/Issued
Morocco	K Starburst Design	74451	74451	Registered/Issued
Morocco	The Knowledge Catalyst	17996	17996	Registered/Issued
Morocco	The Knowledge Catalyst	74450	74450	Registered/Issued
South Africa	Element K	2000/15823	2000/15823	Registered/Issued
South Africa	Element K	2000/15824	2000/15824	Registered/Issued
South Africa	Element K	2000/15825	2000/15825	Registered/Issued
South Africa	K Starburst Design	2000/18130	2000/18130	Registered/Issued
South Africa	K Starburst Design	2000/18131	2000/18131	Registered/Issued
South Africa	K Starburst Design	2000/18132	2000/18132	Registered/Issued
Tunisia	Element K	EE001555	EE001555	Registered/Issued
Tunisia	K Starburst Design	EE001557	EE001557	Registered/Issued
Tunisia	The Knowledge Catalyst	EE001556	EE001556	Registered/Issued
United Arab Emirates	Element K	37821	31464	Registered/Issued

Country	Mark Name	Application #	Registration #	Status/Sub-Status
United Arab Emirates	Element K	37822	29994	Registered/Issued
United Arab Emirates	Element K	37823	30727	Registered/Issued
United Arab Emirates	K Starburst Design	37827	29995	Registered/Issued
United Arab Emirates	K Starburst Design	37828	29993	Registered/Issued
United Arab Emirates	K Starburst Design	37829	30729	Registered/Issued

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28232512\_3