

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SKILLSOFT IRELAND LIMITED		12/02/2011	Limited Company: IRELAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as collateral agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2264695	VLAB	
Registration Number:	2519339	VLAB	
Registration Number:	2559834	ELEMENT K	
Registration Number:	2568223		
Registration Number:	2664197	ELEMENT K SELECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.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>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	042742-0006		
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona		

OP \$140.00 2264695

**900208715**

**TRADEMARK**  
**REEL: 004672 FRAME: 0119**

Signature:	/kja/
Date:	12/05/2011
<b>Total Attachments: 6</b> source=Skillsoft After-acquired trademark security agreement(1896650_1_NY)#page1.tif source=Skillsoft After-acquired trademark security agreement(1896650_1_NY)#page2.tif source=Skillsoft After-acquired trademark security agreement(1896650_1_NY)#page3.tif source=Skillsoft After-acquired trademark security agreement(1896650_1_NY)#page4.tif source=Skillsoft After-acquired trademark security agreement(1896650_1_NY)#page5.tif source=Skillsoft After-acquired trademark security agreement(1896650_1_NY)#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 2, 2011 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by Skillsoft Ireland Limited, an Irish limited company (the "Grantor"), in favor of Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), 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 Amended and Restated Credit Agreement, dated as of the date hereof, by and among SSI Investments I Limited, an Irish private limited company ("Holdings"), SkillSoft Corporation, a Delaware corporation (as successor in interest and obligations to SkillSoft Limited, as successor in interest and obligations to SSI Investments II Limited, "Borrower"), the Lenders from time to time party thereto, Morgan Stanley Senior Funding, Inc., as administrative agent (the "Administrative Agent") and collateral agent (the "Collateral Agent") and the other agents named therein (as amended by the First Amendment to Amended and Restated Credit Agreement (the "First Amendment") dated as of the date hereof among Holdings, the Borrower, the Tranche C Term Lenders (as defined therein), the Administrative Agent, the Collateral Agent and Morgan Stanley Senior Funding, Inc. and Barclays Capital, the investment banking division of Barclays Bank PLC, as Tranche C Arrangers (as defined therein) and as further amended, restated, or modified from time to time, the "Credit Agreement"), and (ii) the other Secured Parties.

### WITNESSETH:

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement dated as of February 11, 2010 among the Grantor, the other grantors party thereto and the Collateral Agent and as amended by the First Amendment to Guarantee and Collateral Agreement, dated as of May 26, 2010 among the Grantor, the other grantors party thereto and the Collateral Agent (as further amended, restated, or modified from time to time, the "Guarantee and Collateral Agreement") 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 are 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 the Grantor, in each case, wherever located and now owned or at any time hereafter acquired by the Grantor or in which the 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 the 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, and all goodwill associated therewith, 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 in 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) general intangibles of a like nature and

(v) 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) the 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) the Grantor shall remain liable under each of the agreements included in the Trademark Collateral, including any Receivables, any Contracts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof 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, including any agreements relating to any Receivables, any Contracts or any agreements relating to Pledged Partnership Interests or Pledged LLC Interests and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release the Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, including any agreements relating to any Receivables, any Contracts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, except to the extent such rights are exercised with respect to such contracts and agreements included in 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

the 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.

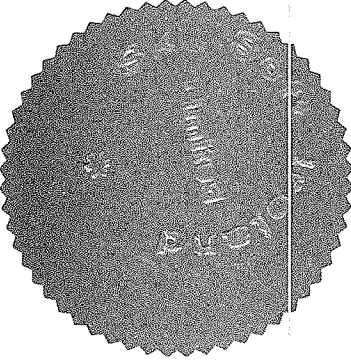
SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GIVEN under the common seal  
of **SKILLSOFT IRELAND LIMITED**



Imelda Shine  
Signature

Imelda Shine  
Print Name

Ferdinand von Prondzynski  
Signature

Ferdinand von Prondzynski  
Print Name

Accepted and Agreed:

**MORGAN STANLEY SENIOR FUNDING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GIVEN under the common seal  
of SKILLSOFT IRELAND LIMITED

\_\_\_\_\_  
Signature


Imelda Shine  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Ferdinand von Prondzynski  
\_\_\_\_\_  
Print Name

Accepted and Agreed:

~~MORGAN STANLEY SENIOR FUNDING, INC.~~

By:   
\_\_\_\_\_  
Name: Stephen B. King  
Title: VP

{Signature Page to Trademark Security Agreement}

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

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>SERIAL NUMBER</b>	<b>REG. NUMBER</b>	<b>WORD MARK</b>
75480775	2264695	VLAB
75899463	2519339	(FACE) VLAB
75915677	2559834	ELEMENT K
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.
76167971	2664197	ELEMENT K SELECT