

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Skillssoft Ireland Limited		12/02/2011
			Private Limited Company: IRELAND
RECEIVING PARTY DATA			
Name:	The Training Consortium, LLC		
Street Address:	206 E. First St.		
City:	Aberdeen		
State/Country:	WASHINGTON		
Postal Code:	98520		
Entity Type:	LIMITED LIABILITY COMPANY: WASHINGTON		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2433933	
CORRESPONDENCE DATA			
Fax Number:	6023826070		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	602-382-6250		
Email:	lfrale@swlaw.com		
Correspondent Name:	R. Lee Fraley, Snell & Wilmer L.L.P.		
Address Line 1:	400 East Van Buren		
Address Line 2:	One Arizona Center		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	62538.0001		
NAME OF SUBMITTER:	R. Lee Fraley		
Signature:	/R. Lee Fraley/		

CH \$40.00 2433933

Date:

07/05/2012

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of November 30, 2011 (the "Closing Date"), by and among:

(A) SKILLSOFT IRELAND LIMITED, a private limited company legally organized under the laws of Ireland (the "Assignor"); and

(B) THE TRAINING CONSORTIUM, LLC a limited liability company legally organized under the laws of Washington (the "Assignee").

RECITALS

WHEREAS, the Assignor has adopted and used and are using in commerce the Knowledgenet trademark (the "Trademark"); and

WHEREAS, the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Trademark and the goodwill associated with such Trademark on a conditional basis as set forth in this Agreement; and

NOW, THEREFORE, for good and valuable consideration, 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 Trademark, the goodwill of the business symbolized by the Trademark, 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 Trademark.

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 Trademark 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 Trademark in the United States or any foreign country.

Section 4. ASSIGNOR MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND AS TO THE MARKS AND DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND.

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 New Hampshire, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

Section 6. An electronic mail or facsimile copy of this Agreement shall be treated as an original. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding upon the parties and their respective successors and assigns.

Section 7. Use Covenant and Restriction.

Section 8. Automatic Reversion of Ownership.

Section 9. Right of First Refusal.

Section 10. Notice.

Assignee and Assignor shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Section 11. Miscellaneous.

Assignee may not assign this Agreement, in whole or in part, or any of its rights hereunder, whether by operation of law or otherwise, without Assignor's prior written consent. Any attempt by Assignee to assign this Agreement or its rights hereunder in breach of this section shall be void and of no effect.

[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"

SKILLSOFT IRELAND LIMITED By: 

Name: _____
Title: Mark P. Murray
Senior Director
Revenue & Contract Accounting

[Jurisdiction] State of New Hampshire
City of Nashua (County of Hillsborough), ss.

On this 2nd day of December, 2011, before me, the undersigned notary public,
Day Month

personally appeared Mark P. Murray
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which
was/were personal knowledge

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 Director for
Title of Office

Skillssoft Ireland Limited.


Signature of Notary Public

ANN T. MAGOFFIN, Notary Public
My Commission Expires December 3, 2013

Place Notary Seal and/or Stamp above

ACCEPTED:

"Assignee"

THE TRAINING CONSORTIUM, LLC

By: [Signature]
Name: ROBERT T JOHNSON
Title: MEMBER

[Jurisdiction]

Phoenix [city/county] MARICOPA, ss.

On this 01 day of December, 2011, before me, the undersigned notary public,
Day Month

personally appeared ROBERT JOHNSON,
Name (s) of Signer(s)

proved to me through satisfactory evidence of identification, which
was/were PERSONAL KNOWLEDGE

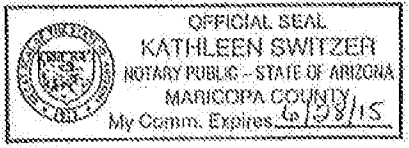
.....
Description of Evidence of Identity

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 DIRECTOR, OPERATIONS for
Title of Office

THE TRAINING CONSORTIUM LLC

[Signature]
Signature of Notary Public



Place Notary Seal and/or Stamp above.

SCHEDULE A

Mark: KNOWLEDGENET

Reg. No.: 2,433,933

Reg. Date: March 6, 2001

Ref. No.: 12683-08801

Owner: SkillSoft Ireland Limited