

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303121

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Skillsoft Ireland Ltd		04/29/2014	Ireland Private Limited Company: IRELAND
Skillsoft Limited		04/29/2014	Ireland Private Limited Company: IRELAND
Mindleaders, Inc.		04/29/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2519339	VLAB	
Registration Number:	3251459	BOOKS24X7	
Registration Number:	2559834	ELEMENT K	
Registration Number:	3013960	EXPRESS GUIDE	
Registration Number:	3871298	INGENIUS	
Registration Number:	3320857	LIVEEQUATIONS	
Registration Number:	2598752	MINDLEADERS	
Registration Number:	2560551	ROLEPLAY	
Registration Number:	2566310	ROLEPLAY	
Registration Number:	3553944	ROLEPLAY	
Registration Number:	3553942	ROLEPLAY	
Registration Number:	2469531	SKILLSOFT	
Registration Number:	2827570	SKILLSOFT	
Registration Number:	2667976	SKILLSOFT	
Registration Number:	3432549	SKILLSTUDIO	
Registration Number:	3646016	THE SKILLSOFT LEARNING GROWTH MODEL	
Registration Number:	2264695	VLAB	
		<b>TRADEMARK</b>	

OP \$840.00 2519339

Property Type	Number	Word Mark
Registration Number:	2140071	SKILLVIEW
Registration Number:	1802448	KNOWLEDGENET
Registration Number:	1814768	KNOWLEDGENET
Registration Number:	1768942	NETG
Registration Number:	2861291	QUICKSKILL 3 CBT
Registration Number:	2568223	
Registration Number:	2470153	QUICKSKILL
Serial Number:	86182656	FIVE@5:00
Serial Number:	86072221	QUICKTALK
Serial Number:	86072225	LEADERSHIP CHANNEL
Registration Number:	2580718	SEARCH & LEARN
Registration Number:	2514076	SEARCH & LEARN
Registration Number:	3265686	SKILLBLEND
Registration Number:	3051645	SKILLCHOICE
Registration Number:	2611913	SKILLPORT
Registration Number:	2457251	SKILLPORT

#### CORRESPONDENCE DATA

**Fax Number:**

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.***

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly Thomson Reuters/
<b>DATE SIGNED:</b>	04/30/2014

#### Total Attachments: 16

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**TRADEMARK**

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FIRST LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of April 29, 2014, is made by Skillsoft Ireland Limited, an Ireland private limited company, Skillsoft Limited, an Ireland private limited company, Mindleaders, Inc., a Delaware corporation, Skillsoft Corporation, a Delaware corporation, Skillsoft U.K. Limited, a U.K. private company (each, a "Grantor"), in favor of Barclays Bank PLC, as collateral agent (in such capacity, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of April 28, 2014, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Evergreen Skills Intermediate Lux S.à r.l., a private limited liability company, incorporated under the laws of Luxembourg, having its registered office at 8, rue Notre-Dame, L-2240 Luxembourg, Grand Duchy of Luxembourg and having a share capital of USD 2,970,000.- and registered with the Luxembourg Trade and Companies Register under number B 186.054, Evergreen Skills Lux S.à r.l., a private limited liability company, incorporated under the laws of Luxembourg, having its registered office at 8, rue Notre-Dame, L-2240 Luxembourg, Grand Duchy of Luxembourg and having a share capital of USD 2,940,000.- and registered with the Luxembourg Trade and Companies Register under number B 185.790 (the "Parent Borrower"), Skillsoft Corporation, a Delaware corporation (the "U.S. Subsidiary Borrower"), as a borrower, Skillsoft Canada, Ltd., a New Brunswick corporation (the "Canadian Subsidiary Borrower"), as a borrower, any Additional Borrowers that become party to the First Lien Credit Agreement from time to time (any such Additional Borrowers, together with the Parent Borrower, the U.S. Subsidiary Borrower and the Canadian Subsidiary Borrower, the "Borrowers"), the Lenders from time to time parties thereto and Barclays Bank PLC ("Barclays"), as Swingline Lender, a Letter of Credit Issuer, the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrowers, the Swingline Lender to make the Swingline Loans to the Borrowers and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Borrowers and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a First Lien U.S. Security Agreement, dated as of April 28, 2014, as supplemented by Supplement No. 1, dated as of April 29, 2014 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrowers and the Restricted Subsidiaries (other than the Borrowers), and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

Grant of Security Interest. Each Grantor hereby grants a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

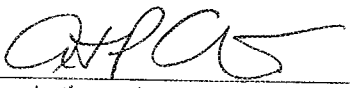
Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

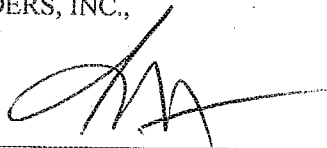
SKILLSOFT CORPORATION,  
as a Grantor

By:   
Name: Anthony Amato  
Title: Chief Accounting Officer

*[signature page of First Lien Grant of Security Interest in Trademark Rights]*

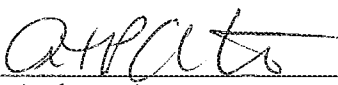
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MINDLEADERS, INC.,  
as a Grantor

By:   
Name: Greg Porto  
Title: Vice President

*[signature page of First Lien Grant of Security Interest in Trademark Rights]*

SKILLSOFT U.K. LIMITED,  
as a Grantor

By:   
Name: Anthony Amato  
Title: Director

*[signature page of First Lien Trademark Security Agreement]*

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as the Collateral Agent

By 

Name: Ronnie Glenn  
Title: Vice President

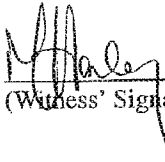
[Signature Page -- Skillsoft First Lien Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005271 FRAME: 0230**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**THE GRANTOR**

**SIGNED AND DELIVERED** for and on behalf of  
and as the deed of **SKILLSOFT LIMITED**  
by its lawfully appointed attorney  
in the presence of:-

  
(Witness' Signature)



\_\_\_\_\_  
(Witness' Address)

\_\_\_\_\_  
(Witness' Occupation)

**Solicitor 70 Sir John Rogerson's Quay**

**THE COLLATERAL AGENT**

BARCLAYS BANK PLC,

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

BA010/513/AC#12554883.3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**THE GRANTOR**

**SIGNED AND DELIVERED** for and on behalf of  
and as the deed of **SKILLSOFT LIMITED**  
by its lawfully appointed attorney  
in the presence of:-

\_\_\_\_\_  
(Witness' Signature)

\_\_\_\_\_  
(Witness' Address)

\_\_\_\_\_  
(Witness' Occupation)

**THE COLLATERAL AGENT**

BARCLAYS BANK PLC,

By \_\_\_\_\_

Name:

Title:

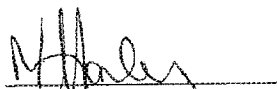
**Ronnie Glenn**  
**Vice President**

RA010/513/ACH12554883.3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**THE GRANTOR**

**SIGNED AND DELIVERED** for and on behalf of  
and as the deed of **SKILLSOFT IRELAND LIMITED**  
by its lawfully appointed attorney  
in the presence of:-

  
(Witness' Signature)

\_\_\_\_\_  
(Witness' Address)

\_\_\_\_\_  
(Witness' Occupation)

**Solicitor 70 Sir John Rogerson's Quay**

**THE COLLATERAL AGENT**

**BARCLAYS BANK PLC,**

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



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in the presence of:-

\_\_\_\_\_  
(Witness' Signature)

\_\_\_\_\_  
(Witness' Address)

\_\_\_\_\_  
(Witness' Occupation)

**THE COLLATERAL AGENT**

BARCLAYS BANK PLC,

By: 

Name:

Title:

**Ronnie Glen**  
**Vice President**

## SCHEDULE A


### U.S. Trademark Registrations and Applications

TRADEMARK	COUNTRY	STATUS	APP / REG #	REGISTRANT
(FACE) VLAB	US	Registered	2519339	Skillsoft Ireland Ltd
BOOKS24X7	Australia	Registered	1128173	Skillsoft Ireland Ltd
BOOKS24X7	Canada	Registered	TMA713687	Skillsoft Ireland Ltd
BOOKS24X7	EU	Registered	5243316	Skillsoft Ireland Ltd
BOOKS24X7	Hong Kong	Registered	301007496AA	Skillsoft Ireland Ltd
BOOKS24X7	Hong Kong	Registered	301007496AB	Skillsoft Ireland Ltd
BOOKS24X7	India	Registered	1631725	Skillsoft Ireland Ltd
BOOKS24X7	New Zealand	Pending	752706	Skillsoft Ireland Ltd
BOOKS24X7	South Africa	Registered	2010/09128	Skillsoft Ireland Ltd
BOOKS24X7	China	Registered	10659053	Skillsoft Ireland Ltd
BOOKS24X7	US	Registered	3251459	Skillsoft Ireland Ltd
E-LEARNING WITH A HUMAN TOUCH	Canada	Registered	TMA629,712	Skillsoft Ireland Ltd
E-LEARNING WITH A HUMAN TOUCH	Community Trademark	Registered	2561157	Skillsoft Ireland Ltd
ELEMENT K	Australia	Registered	845598	Skillsoft Ireland Ltd
ELEMENT K	Brazil	Registered	824.033.493	Skillsoft Ireland Ltd
ELEMENT K	Brazil	Registered	824.033.515	Skillsoft Ireland Ltd
ELEMENT K	Canada	Registered	TMA579,824	Skillsoft Ireland Ltd
ELEMENT K	China P.R.	Registered	1714196	Skillsoft Ireland Ltd
ELEMENT K	China P.R.	Registered	1745975	Skillsoft Ireland Ltd
ELEMENT K	China P.R.	Registered	1759667	Skillsoft Ireland Ltd
ELEMENT K	Community Trademark	Registered	179883	Skillsoft Ireland Ltd
ELEMENT K	India	Registered	945160	Skillsoft Ireland Ltd
ELEMENT K	India	Registered	945161	Skillsoft Ireland Ltd

ELEMENT K	Mexico	Registered	742351	Skillsoft Ireland Ltd
ELEMENT K	Mexico	Registered	742350	Skillsoft Ireland Ltd
ELEMENT K	Mexico	Registered	744505	Skillsoft Ireland Ltd
ELEMENT K	South Africa	Registered	2000/15823	Skillsoft Ireland Ltd
ELEMENT K	South Africa	Registered	2000/15824	Skillsoft Ireland Ltd
ELEMENT K	South Africa	Registered	2000/15825	Skillsoft Ireland Ltd
ELEMENT K	South Africa	Registered	2000/15823	Skillsoft Ireland Ltd
ELEMENT K	US	Registered	2559834	Skillsoft Ireland Ltd
ELEMENTESSENTIALSFRANCAIS	France	Registered	73472789	Skillsoft Ireland Ltd
EXPRESS GUIDE	Australia	Registered	981105	Skillsoft Limited
EXPRESS GUIDE	Canada	Registered	TMA678354	Skillsoft Limited
EXPRESS GUIDE	India	Registered	1665743	Skillsoft Limited
EXPRESS GUIDE	Switzerland	Registered	518863	Skillsoft Limited
EXPRESS GUIDE	US	Registered	3013960	Skillsoft Limited
INGENIUS	Australia	Registered	1316491	Skillsoft Ireland Ltd
INGENIUS	Canada	Registered	TMA817340	Skillsoft Ireland Ltd
INGENIUS	China	Registered	10659052	Skillsoft Ireland Ltd
INGENIUS	European Com- munity	Registered	8503385	Skillsoft Ireland Ltd
INGENIUS	Hong Kong	Registered	301410597	Skillsoft Ireland Ltd
INGENIUS	New Zealand	Registered	811340	Skillsoft Ireland Ltd
INGENIUS	US	Registered	3871298	Skillsoft Ireland Ltd
LIVEEQUATIONS	US	Registered	3320857	Skillsoft Limited
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ROLEPLAY	US	Registered	3553944	Skillsoft Ireland Ltd
ROLEPLAY	US	Registered	3553942	Skillsoft Ireland Ltd

SEARCH & LEARN	US	Registered	2,580,718	Skillsoft Ireland Ltd
SEARCH & LEARN	US	Registered	2514076	Skillsoft Ireland Ltd
SEARCH-AND-LEARN	India	Pending	1621581	Skillsoft Ireland Ltd
SKILLBLEND	US	Registered	3265686	Skillsoft Limited
SKILLCHOICE	Australia	Registered	1006538	Skillsoft Limited
SKILLCHOICE	Canada	Registered	TMA637998	Skillsoft Limited
SKILLCHOICE	European Union	Registered	3884004	Skillsoft Limited
SKILLCHOICE	India	Pending	1621579	Skillsoft Ireland Ltd
SKILLCHOICE	Norway	Registered	227494	Skillsoft Limited
SKILLCHOICE	Switzerland	Registered	527371	Skillsoft Limited
SKILLCHOICE	US	Registered	3051645	Skillsoft Limited
SKILLPORT	Australia	Registered	876488	Skillsoft Ireland Ltd
SKILLPORT	Canada	Registered	TMA813181	Skillsoft Ireland Ltd
SKILLPORT	China	Registered	10659050	Skillsoft Ireland Ltd
SKILLPORT	China	Registered	10659051	Skillsoft Ireland Ltd
SKILLPORT	European Union	Registered	2107092	Skillsoft Ireland Ltd
SKILLPORT	India	Registered	1621580	Skillsoft Ireland Ltd
SKILLPORT	US	Registered	2611913	Skillsoft Ireland Ltd
SKILLPORT	US	Registered	2457251	Skillsoft Ireland Ltd
SKILLSOFT	Australia	Registered	876548	Skillsoft Ireland Ltd
SKILLSOFT	Benelux	Registered	694025	Skillsoft Corporation
SKILLSOFT	European Union	Registered	2107027	Skillsoft Limited
SKILLSOFT	India	Pending	1621578	Skillsoft Ireland Ltd
SKILLSOFT	US	Registered	2469531	Skillsoft Ireland Ltd
SKILLSOFT	US	Registered	2827570	Skillsoft Ireland Ltd
SKILLSOFT	US	Registered	2667976	Skillsoft Ireland Ltd
SKILLSOFT	Canada	Registered	TMA775803	Skillsoft Ireland Ltd

SKILLSOFT	UK	Registered	2218586	Skillsoft UK Limited
SKILLSOFT (STYLIZED AND IN KATAKANA)	Japan	Registered	4693576	Skillsoft Limited
SKILLSOFT (STYLIZED)	China	Registered	6843373	Skillsoft Limited
SKILLSOFT EXPRESS GUIDE	European Union	Registered	4474904	Skillsoft Limited
SKILLSOFT IN CHINESE CHARACTERS	China	Registered	6917461	Skillsoft Limited
SKILLSOFT IN CHINESE CHARACTERS	China	Registered	6917462	Skillsoft Limited
SKILLSOFT IN CHINESE CHARACTERS	China	Registered	6917463	Skillsoft Limited
SKILLSTUDIO	US	Registered	3432549	Skillsoft Limited
THE SKILLSOFT LEARNING GROWTH MODEL	US	Registered	3646016	Skillsoft Limited
VLAB	US	Registered	2264695	Skillsoft Ireland Ltd
VLAB LOGO	Community Trademark	Registered	1815943	Skillsoft Ireland Ltd
FIVE@5:00	US	Pending	86/182,656	Skillsoft Ireland Ltd
SKILLPORT	Hong Kong	Registered	302741913	Skillsoft Ireland Ltd
QUICKTALK	US	Pending	86/072,221	Skillsoft Ireland Ltd
LEADERSHIP CHANNEL	US	Pending	86/072,225	Skillsoft Ireland Ltd
SKILLSOFT	Hong Kong	Pending	302742309	Skillsoft Ireland Ltd
SKILLPORT IN CHINESE CHARACTERS	China	Pending	13209915	Skillsoft Limited
SKILLPORT IN CHINESE CHARACTERS	China	Pending	13209916	Skillsoft Limited
SKILLVIEW	US	Registered	2140071	Skillsoft Ireland Ltd
KNOWLEDGENET	US	Registered	1802448	Skillsoft Ireland Ltd
KNOWLEDGENET	US	Registered	1814768	Skillsoft Ireland Ltd
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