

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM303256

|                                   |                                                                 |                                     |                                          |
|-----------------------------------|-----------------------------------------------------------------|-------------------------------------|------------------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                                  |                                     |                                          |
| <b>NATURE OF CONVEYANCE:</b>      | Second 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>                    |                                          |

| 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         |
| 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          |
| Serial Number:       | 86182656 | FIVE@5:00          |
| Serial Number:       | 86072221 | QUICKTALK          |
| Serial Number:       | 86072225 | LEADERSHIP CHANNEL |

#### 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>       | 05/01/2014                      |

#### Total Attachments: 16

source=Tab 41 Second Lien Trademark Security Agreement\_Redacted#page1.tif  
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**TRADEMARK**

**REEL: 005273 FRAME: 0348**

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

1. Skillsoft Ireland Ltd
2. Skillsoft Limited
3. Mindleaders Inc.

☐ Individual(s) ☐ Association  
☐ Partnership ☐ Limited Partnership

☐ Corporation- State: \_\_\_\_\_  
☒ Other 1. Ireland Private Limited Company;  
2. Ireland Private Limited Company; 3. USA - DE

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) April 29, 2014

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Second Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes  
☒ No

Name: Barclays Bank PLC, as Administrative Agent and Collateral Agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

☐ Individual(s) Citizenship \_\_\_\_\_  
☐ Association Citizenship \_\_\_\_\_  
☐ Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☐ Corporation Citizenship \_\_\_\_\_  
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

33

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

April 30, 2014

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 16

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND 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 Second 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 EUR 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 Second 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 Second Lien U.S. Security Agreement, dated as of April 28, 2014, as supplemented by Supplement No. 1, dated 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 Agree-

ments 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.

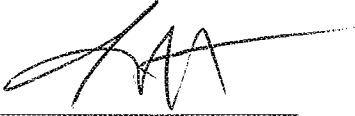
SKILLSOFT CORPORATION,  
as a Grantor

By:   
Name: Anthony Amato  
Title: Chief Accounting Officer

*[signature page of Second 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.

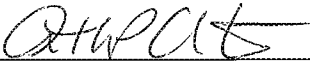
MINDLEADERS, INC.,  
as a Grantor

By:   
Name: Greg Porto  
Title: Vice President

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



SKILLSOFT U.K. LIMITED,  
as a Grantor

By:   
Name: Anthony Amato  
Title: Director

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

Accepted and Agreed:

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

By: 

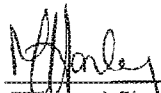
Name: Ronnie Glenn  
Title: Vice President

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

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:

BA010/513/AC#12567762.1

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)

**THE COLLATERAL AGENT**

BARCLAYS BANK PLC,

By 

Name:

Title:

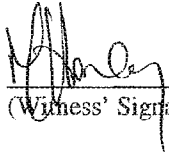
**Ronnie Glenn**  
**Vice President**

BA010/513/ACH12567762.1

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)

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

**THE COLLATERAL AGENT**

BARCLAYS BANK PLC,

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

BA010/513/AC#12554785.3

**TRADEMARK**  
**REEL: 005273 FRAME: 0359**

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**

BA010/513/AC#12554785.3

## 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 Community | 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     |
| MINDLEADERS               | US                 | Registered | 2,598,752  | Mindleaders Inc.      |
| ROLEPLAY                  | US                 | Registered | 2560551    | Skillsoft Ireland Ltd |
| ROLEPLAY                  | US                 | Registered | 2566310    | Skillsoft Ireland Ltd |
| 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 |
| NETG                                 | US                  | Registered | 1768942    | Skillsoft Ireland Ltd |
| QUICKSKILL 3 CBT                     | US                  | Registered | 2861291    | Skillsoft Ireland Ltd |

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|-----------------------------------------------------------------------------------|----|------------|---------|-----------------------|
|  | US | Registered | 2568223 | Skillsoft Ireland Ltd |
| QUICKSKILL                                                                        | US | Registered | 2470153 | Skillsoft Ireland Ltd |