

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM318962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SumTotal Systems LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
Accero, Inc.		09/30/2014	CORPORATION: DELAWARE
Cybershift Holdings, Inc.		09/30/2014	CORPORATION: DELAWARE
Cybershift, Inc.		09/30/2014	CORPORATION: NEW YORK
Softscape Software LLC		09/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
GeoLearning, Inc		09/30/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as administrative and collateral agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 47			
Property Type	Number	Word Mark	
Registration Number:	1149783	PHOENIX	
Registration Number:	1282199	CYBORG SYSTEMS	
Registration Number:	1285189	CYBORG SYSTEMS	
Registration Number:	1454972	THE SOLUTION SERIES	
Registration Number:	1545236	PREFERENCE	
Registration Number:	1581290	TOOLBOOK	
Registration Number:	1631388	REGISTRAR	
Registration Number:	1779539	ON TRACK FOR TRAINING	
Registration Number:	1904208	THE SOLUTION SERIES/ST	
Registration Number:	2189677	PATHLORE	
Registration Number:	2081191	TRUTRACK	
Registration Number:	2239714	CYBERSHIFT	
Registration Number:	2250625	PATHLORE	
Registration Number:	3494542	SOFTSCAPE	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3609266	PEOPLE MANAGEMENT
Registration Number:	3526817	CYBERSHIFT
Registration Number:	3488023	NECHO
Registration Number:	3507682	
Registration Number:	3488042	BOOMERANG
Registration Number:	3488043	NECHOBOOMERANG
Registration Number:	3507685	NECHOEXPENSE
Registration Number:	3693384	ACCERO
Registration Number:	3645695	DRIVING BUSINESS PERFORMANCE
Registration Number:	3621880	GEO MAESTRO
Registration Number:	3668736	GEO ON-DEMAND
Registration Number:	3660712	SOFTSCAPE TALENTNET
Registration Number:	3660714	TALENTNET
Registration Number:	1899608	DATABOND
Registration Number:	2058213	SOFTSCAPE
Registration Number:	2114642	SOFTSCAPE WORKSPACE
Registration Number:	2064124	SOFTSCAPE QUICKFIND
Registration Number:	2182668	SOFTSCAPE DESKTOP LIBRARY
Registration Number:	2189695	SOFTSCAPE QUICKFIND
Registration Number:	2154170	SOFTSCAPE EXPLORER PLUS
Registration Number:	2181095	SOFTSCAPE POWERFOLDER
Registration Number:	3520979	TALENT RESOURCE PLANNING
Registration Number:	3296604	RESULTSONDEMAND
Registration Number:	3754430	CYBERSHIFT
Registration Number:	3855972	SMART & SAASY
Registration Number:	3935575	IMPULSE 3G
Registration Number:	3847511	GEOLEARNING OUTSMART. OUTMANEUVER. OUTPE
Registration Number:	2986031	ASPEN
Registration Number:	3110071	SUMTOTAL
Registration Number:	3969748	GEOLEARNING
Registration Number:	4493943	ELIXHR
Registration Number:	4504357	TALENT EXPANSION
Registration Number:	4500734	SUMTOTAL

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

TRADEMARK

REEL: 005374 FRAME: 0424

Address Line 1:	80 Pine Street
Address Line 2:	c/o Cahill Gordon & Reindel LLP
Address Line 4:	New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
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SIGNATURE:	/Marina Kelly, Thomson Reuters/
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DATE SIGNED:	10/03/2014
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Total Attachments: 16

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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of September 30, 2014, is made by each of the signatories party hereto (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 by Amendment No. 1, dated as of September 30, 2014 and the amended and restated second lien incremental joinder agreement, dated as of September 30, 2014 (as further 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"), any Additional Borrowers that become party to the Credit Agreement from time to time (any such Additional Borrowers, together with the Parent Borrower and the U.S. Subsidiary Borrower, the "Borrowers"), the Lenders from time to time parties thereto and Barclays Bank PLC, 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 as of April 29, 2014, and Supplement No. 2, dated as of September 30, 2014, in favor of the Agent (together with all amendments, supplements 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.

2. 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.

3. 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.

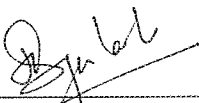
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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.

5. 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.

6. 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.

AMBER HOLDING INC., as the Grantor

By: 
Name: Hardeep Gulati
Title: Vice President and Assistant Secretary

[Signature to 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.

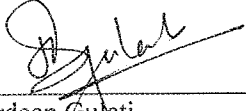
SUMTOTAL SYSTEMS LLC, as the Grantor

By: 
Name: Hardeep Gulati
Title: Chief Executive Officer and President

[Signature to 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.

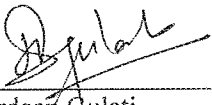
SOFTSCAPE SOFTWARE LLC, as the Grantor

By: 
Name: Hardeep Gulati
Title: Chief Executive Officer and President

[Signature to 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.

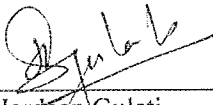
GEOLEARNING, INC., as the Grantor

By: 
Name: Hardeep Gulati
Title: Chief Executive Officer and President

[Signature to 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.

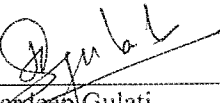
ACCERO, INC., as the Grantor

By: 
Name: Hardeep Gulati
Title: Chief Executive Officer and President

[Signature to 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.

CYBERSHIFT HOLDINGS, INC., as the Grantor

By: 
Name: Hardeep Gulati
Title: Chief Executive Officer and President

[Signature to 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.

CYBERSHIFT, INC., as the Grantor

By: 
Name: Hardeep Gulati
Title: Chief Executive Officer and President

[Signature to Second Lien Grant of Security Interest in Trademark Rights]

BARCLAYS BANK PLC,
as the Collateral Agent

By 

Name:

Title:

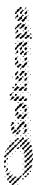
Ronno Glenn
Vice President

SCHEDULE A

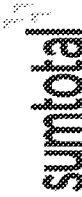
U.S. Trademark Registrations and Applications¹

Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
PHOENIX	U.S. Federal	73207444	3/15/1979	1149783	3/31/1981	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
CYBORG SYSTEMS	U.S. Federal	73303091	4/15/1981	1282199	6/19/1984	RENEWED (REGISTERED)	ACCERO, INC.
CYBORG SYSTEMS	U.S. Federal	73314618	6/15/1981	1285189	7/10/1984	RENEWED (REGISTERED)	ACCERO, INC.
THE SOLUTION SERIES	U.S. Federal	73606849	6/30/1986	1454972	9/1/1987	RENEWED (REGISTERED)	ACCERO, INC.
PREFERENCE	U.S. Federal	73759135	10/24/1988	1545236	6/27/1989	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
TOOLBOOK	U.S. Federal	73809874	6/27/1989	1581290	2/6/1990	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
REGISTRAR	U.S. Federal	73833039	10/23/1989	1631388	1/15/1991	RENEWED	SUMTOTAL SYSTEMS LLC
ON TRACK FOR TRAINING	U.S. Federal	74201543	8/28/1991	1779539	6/29/1993	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
THE SOLUTION SERIES/ST	U.S. Federal	74503870	3/18/1994	1904208	7/11/1995	RENEWED (REGISTERED)	ACCERO, INC.

¹ There are certain title gaps in connection with the Softscape trademarks listed on this schedule as being owned by Softscape Software LLC which the Company is currently working on but which may not be remediable.

Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
PATHLORE	U.S. Federal	75079012	1/26/1996	2189677	9/15/1998	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
TRUTRACK	U.S. Federal	75104650	5/15/1996	2081191	7/22/1997	RENEWED (REGISTERED)	CYBERSHIFT HOLDINGS, INC.
CYBERSHIFT	U.S. Federal	75344496	8/21/1997	2239714	4/13/1999	RENEWED (REGISTERED)	CYBERSHIFT, INC.
PATHLORE	U.S. Federal	75977394	1/26/1996	2250625	6/1/1999	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
SOFTSCAPE 	U.S. Federal	77049970	11/22/2006	3494542	9/2/2008	REGISTERED	SOFTSCAPE SOFTWARE, LLC
PEOPLE MANAGEMENT	U.S. Federal	77121913	3/5/2007	3609266	4/21/2009	REGISTERED	SOFTSCAPE SOFTWARE, LLC
CYBERSHIFT	U.S. Federal	77369632	1/11/2008	3526817	11/4/2008	REGISTERED	CYBERSHIFT HOLDINGS, INC.
NECHO	U.S. Federal	77369759	1/11/2008	3488023	8/19/2008	REGISTERED	CYBERSHIFT HOLDINGS, INC.
Design Only 	U.S. Federal	77370595	1/14/2008	3507682	9/30/2008	REGISTERED	CYBERSHIFT HOLDINGS, INC.
BOOMERANG	U.S. Federal	77370641	1/14/2008	3488042	8/19/2008	REGISTERED	CYBERSHIFT HOLDINGS, INC.

Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
NECHOOBOOMERANG	U.S. Federal	77370682	1/14/2008	3488043	8/19/2008	REGISTERED	CYBERSHIFT HOLDINGS, INC.
NECHOEXPENSE	U.S. Federal	77370714	1/14/2008	3507685	9/30/2008	REGISTERED	CYBERSHIFT HOLDINGS, INC.
ACCERO	U.S. Federal	77373119	1/16/2008	3693384	10/6/2009	REGISTERED	ACCERO, INC.
DRIVING BUSINESS PERFORMANCE	U.S. Federal	77449644	4/16/2008	3645695	6/30/2009	REGISTERED	SOFTSCAPE SOFTWARE, LLC
GEO MAESTRO	U.S. Federal	77462720	5/1/2008	3621880	5/19/2009	REGISTERED	GEOLEARNING, INC.
GEO ON-DEMAND	U.S. Federal	77603338	10/29/2008	3668736	8/18/2009	REGISTERED	GEOLEARNING, INC.
SOFTSCAPE TALENTNET	U.S. Federal	77654130	1/22/2009	3660712	7/28/2009	REGISTERED	SOFTSCAPE SOFTWARE, LLC
TALENTNET	U.S. Federal	77654164	1/22/2009	3660714	7/28/2009	REGISTERED	SOFTSCAPE SOFTWARE, LLC
CYBERSHIFT 	U.S. Federal	77786339	7/21/2009	3754430	3/2/2010	REGISTERED	CYBERSHIFT HOLDINGS, INC.
SMART & SAASY	U.S. Federal	77893712	12/15/2009	3855972	10/5/2010	REGISTERED	CYBERSHIFT HOLDINGS, INC.

Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
IMPULSE 3G	U.S. Federal	77919774	1/25/2010	3935575	3/22/2011	REGISTERED	CYBERSHIFT HOLDINGS, INC.
GEO LEARNING OUTSMART. OUTMANEUVER. OUTPERFORM 	U.S. Federal	77926977	2/3/2010	3847511	9/14/2010	REGISTERED	GEOLEARNING, INC.
ASPEN	U.S. Federal	78075704	7/25/2001	2986031	8/16/2005	REGISTERED	SUMTOTAL SYSTEMS LLC
SUMTOTAL	U.S. Federal	78351840	1/14/2004	3110071	6/27/2006	REGISTERED	SUMTOTAL SYSTEMS LLC
GEOLEARNING	U.S. Federal	85134655	9/21/2010	3969748	5/31/2011	REGISTERED	GEOLEARNING, INC.
ELIXHR	U.S. Federal	85921284	5/2/2013	4493943	3/11/2014	REGISTERED	SUMTOTAL SYSTEMS LLC
TALENT EXPANSION	U.S. Federal	85921327	5/2/2013	4504357	4/1/2014	REGISTERED	SUMTOTAL SYSTEMS, LLC
SUMTOTAL 	U.S. Federal	85921523	5/2/2013	4500734	3/25/2014	REGISTERED	SUMTOTAL SYSTEMS, LLC

Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
DATABOND	U.S. Federal	74270784	4/30/1992	1899608	6/13/1995	RENEWED (REGISTERED)	SUMTOTAL SYSTEMS LLC
SOFTSCAPE	U.S. Federal	74709271	8/1/1995	2058213	4/29/1997	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
SOFTSCAPE WORKSPACE	U.S. Federal	75050330	1/30/1996	2114642	11/18/1997	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
SOFTSCAPE QUICKFIND	U.S. Federal	75050548	1/30/1996	2064124	5/20/1997	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
SOFTSCAPE DESKTOP LIBRARY	U.S. Federal	75050549	1/30/1996	2182668	8/18/1998	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
SOFTSCAPE QUICKFIND	U.S. Federal	75097523	5/2/1996	2189695	9/15/1998	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
SOFTSCAPE EXPLORER PLUS	U.S. Federal	75097832	5/2/1996	2154170	4/28/1998	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
SOFTSCAPE POWERFOLDER	U.S. Federal	75097833	5/2/1996	2181095	8/11/1998	RENEWED (REGISTERED)	SOFTSCAPE SOFTWARE, LLC
TALENT RESOURCE PLANNING	U.S. Federal	76400743	4/24/2002	3520979	10/21/2008	REGISTERED	SOFTSCAPE SOFTWARE, LLC
RESULTSONDEMAND	U.S. Federal	77061676	12/11/2006	3296604	9/25/2007	REGISTERED	SUMTOTAL SYSTEMS LLC

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