

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM515569

| | | | |
|---|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Suppl. No. 1 to 2nd Lien Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Skillssoft Ireland Limited | | 03/20/2019 | Private Limited Company: IRELAND |
| RECEIVING PARTY DATA | | | |
| Name: | Barclays Bank PLC | | |
| Street Address: | 745 Seventh Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 7 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4930644 | LEARNING-CENTRIC TALENT EXPANSION | |
| Registration Number: | 5069301 | COME JOIN US IN THE LEARNING AGE | |
| Registration Number: | 5069302 | WELCOME TO THE LEARNING AGE | |
| Registration Number: | 5126833 | WOMEN IN ACTION | |
| Registration Number: | 5397334 | PERCIPIO | |
| Registration Number: | 5397335 | PERCIPIO | |
| Registration Number: | 4930316 | THE LEARNING-CENTRIC TALENT EXPANSION SU | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8009144240 | | |
| <i>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.</i> | | | |
| Phone: | 800-713-0755 | | |
| Email: | James.Murray@wolterskluwer.com, ECarrera@cahill.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 4400 Easton Commons Way | | |
| Address Line 2: | Suite 125 | | |
| Address Line 4: | Columbus, OHIO 43219 | | |
| NAME OF SUBMITTER: | Elaine Carrera | | |
| SIGNATURE: | /Elaine Carrera/ | | |

OP \$190.00 4930644

| | |
|---------------------|------------|
| DATE SIGNED: | 03/22/2019 |
|---------------------|------------|

Total Attachments: 6

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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):

Skillsoft Ireland Limited

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other Private Limited Company

Citizenship (see guidelines) Ireland

Additional names of conveying parties attached? Yes No

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

Execution Date(s) March 20, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other Suppl. No. 1 to 2nd Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Barclays Bank PLC

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, Senior Paralegal

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:

7

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

March 20, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

SUPPLEMENT NO. 1 TO SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This SUPPLEMENT NO. 1 TO SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of March 20, 2019, is made by Skillsoft Ireland Limited, an Ireland private limited company, (the "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 (as further amended, restated, amended and 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 registered with the Luxembourg Trade and Companies Register under number B 186.054 ("Holdings"), 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 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" and, together with the Parent Borrower, the "Borrowers"), the Lenders from time to time parties thereto and Barclays Bank PLC ("Barclays"), as the Administrative Agent and the Collateral Agent (in such capacities, the "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, the Grantor executed and delivered (i) 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, (as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Agent and (ii) a Second Lien Grant of Security Interest in Trademark Rights, dated as of April 29, 2014, in favor of the Agent (the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the 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;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans from time to time and the Swingline Lender to make the Swingline Loans from time to time 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) from time to time, 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 from time to time, the 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. The Grantor hereby grants a security interest in all of the 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 the 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 the 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. The 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 or the Credit Agreement, the terms of the Security Agreement or the Credit Agreement, as applicable, 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. This Agreement shall become effective when the Agent shall have received an executed counterpart of this Agreement that bears the signature of the Grantor.

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 Grantor has 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 IRELAND LIMITED,
as a Grantor

By: 

Name: Michael Pellegrino

Title: Director

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006598 FRAME: 0376

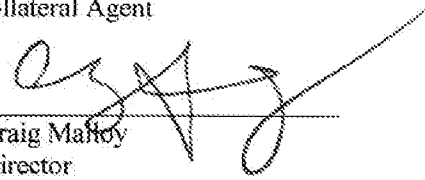
ACKNOWLEDGED AND ACCEPTED:

BARCLAYS BANK PLC,
as the Collateral Agent

By: _____

Name: Craig Maltby

Title: Director

A handwritten signature in black ink, appearing to read 'Craig Maltby', is written over a horizontal line. The signature is stylized and extends to the right of the line.

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

| TRADEMARK | COUNTRY | STATUS | APP / REG # | REGISTRANT |
|--|---------|------------|-------------|-----------------------|
| THE LEARNING-CENTRIC TALENT EXPANSION SUITE | US | Registered | 4930316 | Skillsoft Ireland Ltd |
| LEARNING-CENTRIC TALENT EXPANSION | US | Registered | 4930644 | Skillsoft Ireland Ltd |
| COME JOIN US IN THE LEARNING AGE | US | Registered | 5069301 | Skillsoft Ireland Ltd |
| WELCOME TO THE LEARNING AGE | US | Registered | 5069302 | Skillsoft Ireland Ltd |
| WOMEN IN ACTION | US | Registered | 5126833 | Skillsoft Ireland Ltd |
| PERCIPIO | US | Registered | 5397334 | Skillsoft Ireland Ltd |
| PERCIPIO | US | Registered | 5397335 | Skillsoft Ireland Ltd |