TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as resigning collateral agent		07/14/2020	Public Limited Company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Wilmington Savings Fund Society, FSB, as successor Collateral Agent
Street Address:	500 Delaware Avenue
Internal Address:	11TH FLOOR
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	Federal Savings Bank: DELAWARE

PROPERTY NUMBERS Total: 56

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:	3526817	CYBERSHIFT
Registration Number:	3488023	NECHO
Registration Number:	3507682	
Registration Number:	3488042	BOOMERANG

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Property Type	Number	Word Mark
Registration Number:	3488043	NECHOBOOMERANG
Registration Number:	3507685	NECHOEXPENSE
Registration Number:	3693384	ACCERO
Registration Number:	3621880	GEO MAESTRO
Registration Number:	3668736	GEO ON-DEMAND
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
Registration Number:	1899608	DATABOND
Registration Number:	3296604	RESULTSONDEMAND
Registration Number:	2519339	VLAB
Registration Number:	3251459	BOOKS24X7
Registration Number:	2559834	ELEMENT K
Registration Number:	3871298	INGENIUS
Registration Number:	2560551	ROLEPLAY
Registration Number:	2566310	ROLEPLAY
Registration Number:	3553944	ROLEPLAY
Registration Number:	3553942	ROLEPLAY
Registration Number:	2514076	SEARCH & LEARN
Registration Number:	2580718	SEARCH & LEARN
Registration Number:	2611913	SKILLPORT
Registration Number:	2457251	SKILLPORT
Registration Number:	2469531	SKILLSOFT
Registration Number:	2827570	SKILLSOFT
Registration Number:	2667976	SKILLSOFT
Registration Number:	2264695	VLAB
Registration Number:	3013960	EXPRESS GUIDE
Registration Number:	3320857	LIVEEQUATIONS
Registration Number:	3265686	SKILLBLEND
Registration Number:	3051645	SKILLCHOICE
Registration Number:	3432549	SKILLSTUDIO

Property Type	Number	Word Mark
Registration Number:	3646016	THE SKILLSOFT LEARNING GROWTH MODEL

CORRESPONDENCE DATA

Fax Number: 2123108007

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.

Phone: 2123108000
Email: juan.arias@weil.com
Correspondent Name: Sarah Gohary
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	Sarah Gohary - 74473.0003
NAME OF SUBMITTER:	Sarah Gohary
SIGNATURE:	/Sarah Gohary/
DATE SIGNED:	07/17/2020

Total Attachments: 18

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NOTICE OF AGENCY RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS NOTICE OF RESIGNATION AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") is made and entered into as of July 14, 2020 by **BARCLAYS BANK PLC,** as the resigning Collateral Agent (in such capacity, "Assignor"), in favor of **WILMINGTON SAVINGS FUND SOCIETY, FSB,** not in its individual capacity but solely as successor Collateral Agent, with an of address 500 Delaware Avenue, Wilmington, DE 19801, as the successor administrative agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to that certain First Lien 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 Assignor, and as may be further restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Evergreen Skills Intermediate Lux S.à r.l., a private limited liability company, incorporated under the laws of Luxembourg, Evergreen Skills Lux S.à r.l., a private limited liability company, incorporated under the laws of Luxembourg, each of the subsidiaries party thereto (the "Grantors") and Assignor;

WHEREAS, pursuant to (i) the Security Agreement, (ii) the First Lien Grant of Security Interest in Trademark Rights made by Skillsoft Ireland Limited and Skillsoft Limited in favor of Assignor recorded at the United States Patent and Trademark Office (the "USPTO") on April 29, 2014 at Reel/Frame 5271/0222 and (iii) the First Lien Grant of Security Interest in Trademark Rights made by Amber Holding Inc., SumTotal Systems LLC, Softscape Software LLC, GeoLearning, Inc., Accero, Inc., Cybershift Holdings, Inc. and Cybershift, Inc. in favor of Assignor recorded at the USPTO on September 30, 2014 at Reel/Frame 5373/0406 (each, a "Trademark Security Agreement" and together, the "Trademark Security Agreements"), the Grantors granted to Assignor a security interest in and to the Collateral (as defined in each Trademark Security Agreement), including the trademark registrations and applications to register trademarks set forth on Schedule I (the "Assigned Trademark Collateral");

WHEREAS, pursuant to that certain Resignation, Waiver, Consent and Appointment Agreement ("Agent Assignment"), dated as of May 29, 2020, among the Grantors, the other parties thereto, Assignor and Assignee, Assignor resigned as Administrative Agent under the Credit Agreement and other Loan Documents, and Assignee accepted its appointment as such under the Credit Agreement and other Loan Documents, and Assignor assigned and transferred to Assignee each of the Liens and security interests granted to the Assignor under the Loan Documents; and

WHEREAS, Assignor and Assignee desire to enter into this Assignment to evidence the resignation of Assignor as the Administrative Agent, the appointment of Assignee as the Administrative Agent, and the assignment by Assignor to Assignee of the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings as specified or otherwise used in the Agent Assignment.

2. Assignment. Assignor hereby transfers, assigns, grants and conveys to Assignee for the ratable benefit of the Secured Parties all of its right, title and interest in, to and under the Security Agreement and

the Trademark Security Agreement, including, without limitation, its security interest in, and Lien on, the Assigned Trademark Collateral, and Assignee hereby accepts and assumes the foregoing assignment and all of such right, title, interest, security interests and Lien.

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

4. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date above first written.

ASSIGNOR:

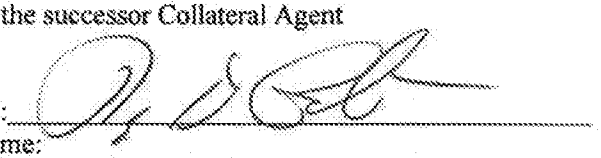
BARCLAYS BANK, PLC,
as the resigning Collateral Agent

By: _____
Name: Arvind Admal
Title: Vice President

ACCEPTED AND AGREED
as of the date above first written:

ASSIGNEE:

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the successor Collateral Agent

By: 
Name:
Title: Raye D. Goldsborough
Assistant Vice President

ACCEPTED AND AGREED
as of the date above first written:

AMBER HOLDING INC.,
as Grantor

By:_____
Name: Gregory Porto
Title: Secretary

ACCEPTED AND AGREED
as of the date above first written:

SUMTOTAL SYSTEMS LLC,
as Grantor

By: Amber Holding Inc., its sole member

By:_____
Name: Gregory Porto
Title: Secretary

ACCEPTED AND AGREED
as of the date above first written:

GEOLEARNING, INC.,
as Grantor

By:_____
Name: Gregory Porto
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date above first written:

ACCERO, INC.,
as Grantor

By:_____
Name: Gregory Porto
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date above first written:

CYBERSHIFT HOLDINGS, INC.,
as Grantor

By:_____
Name: Gregory Porto
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date above first written:

CYBERSHIFT, INC.,
as Grantor

By:_____
Name: Gregory Porto
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date above first written:

SKILLSOFT IRELAND LIMITED,
as Grantor

By: _____
Name: Bobby Jenkins
Title: Director

ACCEPTED AND AGREED
as of the date above first written:

SKILLSOFT LIMITED,
as Grantor

By: _____
Name: Bobby Jenkins
Title: Director

Schedule I

U.S. Trademark Registrations and Applications

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	Registered	SUMTOTAL SYSTEMS LLC
CYBORG SYSTEMS	U.S. Federal	73303091	4/15/1981	1282199	6/19/1984	Cancelled	ACCERO, INC.
CYBORG SYSTEMS	U.S. Federal	73314618	6/15/1981	1285189	7/10/1984	Cancelled	ACCERO, INC.
THE SOLUTION SERIES	U.S. Federal	73606849	6/30/1986	1454972	9/1/1987	Registered	ACCERO, INC.
PREFERENCE	U.S. Federal	73759135	10/24/1988	1545236	6/27/1989	Registered	SUMTOTAL SYSTEMS LLC
TOOLBOOK	U.S. Federal	73809874	6/27/1989	1581290	2/6/1990	Registered	SUMTOTAL SYSTEMS LLC
REGISTRAR	U.S. Federal	73833039	10/23/1989	1631388	1/15/1991	Cancelled	SUMTOTAL SYSTEMS LLC
ON TRACK FOR TRAINING	U.S. Federal	74201543	8/28/1991	1779539	6/29/1993	Registered	SUMTOTAL SYSTEMS LLC
THE SOLUTION SERIES/ST	U.S. Federal	74503870	3/18/1994	1904208	7/11/1995	Cancelled	ACCERO, INC.
PATHLORE	U.S. Federal	75079012	1/26/1996	2189677	9/15/1998	Registered	SUMTOTAL SYSTEMS LLC
TRUTRACK	U.S. Federal	75104650	5/15/1996	2081191	7/22/1997	Cancelled	CYBERSHIFT HOLDINGS, INC.

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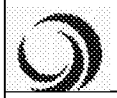
Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
CYBERSHIFT	U.S. Federal	75344496	8/21/1997	2239714	4/13/1999	Registered	CYBERSHIFT, INC.
PATHLORE	U.S. Federal	75977394	1/26/1996	2250625	6/1/1999	Registered	SUMTOTAL SYSTEMS LLC
CYBERSHIFT	U.S. Federal	77369632	1/11/2008	3526817	11/4/2008	Cancelled	CYBERSHIFT HOLDINGS, INC.
NECHO	U.S. Federal	77369759	1/11/2008	3488023	8/19/2008	Cancelled	CYBERSHIFT HOLDINGS, INC.
Design Only 	U.S. Federal	77370595	1/14/2008	3507682	9/30/2008	Cancelled	CYBERSHIFT HOLDINGS, INC.
BOOMERANG	U.S. Federal	77370641	1/14/2008	3488042	8/19/2008	Cancelled	CYBERSHIFT HOLDINGS, INC.
NECHOBOOMERANG	U.S. Federal	77370682	1/14/2008	3488043	8/19/2008	Cancelled	CYBERSHIFT HOLDINGS, INC.
NECHOEXPENSE	U.S. Federal	77370714	1/14/2008	3507685	9/30/2008	Cancelled	CYBERSHIFT HOLDINGS, INC.
ACCERO	U.S. Federal	77373119	1/16/2008	3693384	10/6/2009	Registered	SUMTOTAL SYSTEMS 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	Cancelled	GEOLEARNING, INC.

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Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
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	Cancelled	CYBERSHIFT HOLDINGS, INC.
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	Cancelled	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	Cancelled	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

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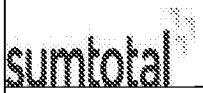
SUMTOTAL 	U.S. Federal	85921523	5/2/2013	4500734	3/25/2014	Registered	SUMTOTAL SYSTEMS, LLC
DATABOND	U.S. Federal	74270784	4/30/1992	1899608	6/13/1995	Cancelled	SUMTOTAL SYSTEMS LLC
RESULTSONDEMAND	U.S. Federal	77061676	12/11/2006	3296604	9/25/2007	Cancelled	SUMTOTAL SYSTEMS LLC
(Face) VLAB	U.S. Federal	75899463	1/19/2000	2519339	12/18/2001	Registered	Skillsoft Ireland Ltd
Books24X7	U.S. Federal	78929025	7/12/2006	3251459	6/12/2007	Registered	Skillsoft Ireland Ltd
ELEMENT K	U.S. Federal	75915677	2/10/2000	2559834	4/9/2002	Registered	Skillsoft Ireland Ltd
INGENIUS	U.S. Federal	77789044	7/24/2009	3871298	11/2/2010	Registered	Skillsoft Ireland Ltd
ROLEPLAY	U.S. Federal	75871678	4/9/2002	2560551	4/9/2002	Registered	Skillsoft Ireland Ltd
ROLEPLAY	U.S. Federal	75868889	12/13/1999	2566310	4/30/2002	Registered	Skillsoft Ireland Ltd
ROLEPLAY	U.S. Federal	77475665	5/15/2008	3553944	12/30/2008	Cancelled	Skillsoft Ireland Ltd
ROLEPLAY	U.S. Federal	77475661	5/15/2008	3553942	12/30/2008	Cancelled	Skillsoft Ireland Ltd

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Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
SEARCH & LEARN	U.S. Federal	75868886	12/13/1999	2514076	12/4/2001	Registered	Skillsoft Ireland Ltd
SEARCH & LEARN	U.S. Federal	75871675	12/15/1999	2580718	6/18/2002	Registered	Skillsoft Ireland Ltd
SKILLPORT	U.S. Federal	76178685	12/10/2000	2611913	8/27/2002	Registered	Skillsoft Ireland Ltd
SKILLPORT	U.S. Federal	76051234	5/18/2000	2457251	6/5/2001	Registered	Skillsoft Ireland Ltd
SKILLSOFT	U.S. Federal	76051664	5/18/2000	2469531	7/17/2001	Registered	Skillsoft Ireland Ltd
SKILLSOFT	U.S. Federal	76975868	12/10/2000	2827570	3/30/2004	Registered	Skillsoft Ireland Ltd
SKILLSOFT	U.S. Federal	76178686	12/10/2000	2667976	12/31/2002	Registered	Skillsoft Ireland Ltd
VLAB	U.S. Federal	75480775	5/7/1998	2264695	7/27/1999	Cancelled	Skillsoft Ireland Ltd
EXPRESS GUIDE	U.S. Federal	78326228	11/11/2003	3013960	11/8/2005	Registered	Skillsoft Limited
LIVEEQUATIONS	U.S. Federal	78778541	12/21/2005	3320857	10/23/2007	Registered	Skillsoft Limited
SKILLBLEND	U.S. Federal	78371521	2/20/2004	3265686	7/17/2007	Cancelled	Skillsoft Limited
SKILLCHOIC	U.S. Federal	78371527	2/20/2004	3051645	1/24/2006	Registered	Skillsoft Limited

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Trademark / Image	Database	Application Number	Application Date	Registration Number	Registration Date	Status	Registrant
SKILLSTUDIO	U.S. Federal	78371534	2/20/2004	3432549	5/20/2008	Registered	Skillsoft Limited
THE SKILLSOFT LEARNING GROWTH MODEL	U.S. Federal	77495746	6/10/2008	3646016	6/30/2009	Registered	Skillsoft Limited

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