

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM660934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SumTotal Systems LLC		07/16/2021	Limited Liability Company: DELAWARE
CyberShift Holdings, Inc.		07/16/2021	Corporation: DELAWARE
Global Knowledge Training LLC		07/16/2021	Limited Liability Company: DELAWARE
Skillsoft Ireland Limited		07/16/2021	Company: D.C.
Skillsoft Limited		07/16/2021	Company: D.C.
CyberShift, Inc.		07/16/2021	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank, N.A. as Collateral Agent		
<b>Street Address:</b>	One Penn's Way, OPS II		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 35</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2519339	VLAB	
<b>Registration Number:</b>	3251459	BOOKS24X7	
<b>Registration Number:</b>	2559834	ELEMENT K	
<b>Registration Number:</b>	3013960	EXPRESS GUIDE	
<b>Registration Number:</b>	3871298	INGENIUS	
<b>Registration Number:</b>	3320857	LIVEEQUATIONS	
<b>Registration Number:</b>	2560551	ROLEPLAY	
<b>Registration Number:</b>	2566310	ROLEPLAY	
<b>Registration Number:</b>	3553944	ROLEPLAY	
<b>Registration Number:</b>	3553942	ROLEPLAY	
<b>Registration Number:</b>	2580718	SEARCH & LEARN	
<b>Registration Number:</b>	2514076	SEARCH & LEARN	
<b>Registration Number:</b>	3051645	SKILLCHOICE	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2611913	SKILLPORT
Registration Number:	2457251	SKILLPORT
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
Registration Number:	3693384	ACCERO
Registration Number:	2986031	ASPEN
Registration Number:	3754430	CYBERSHIFT
Registration Number:	2239714	CYBERSHIFT
Registration Number:	3935575	IMPULSE 3G
Registration Number:	1779539	ON TRACK FOR TRAINING
Registration Number:	2250625	PATHLORE
Registration Number:	2189677	PATHLORE
Registration Number:	1149783	PHOENIX
Registration Number:	1545236	PREFERENCE
Registration Number:	4500734	SUMTOTAL
Registration Number:	4147075	FIT4BUSINESS
Registration Number:	3072378	GLOBAL KNOWLEDGE
Registration Number:	3072379	GLOBAL KNOWLEDGE

#### 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.*

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Jennifer Tindie

Address Line 1: 1025 Connecticut Ave., NW, Suite 712

Address Line 2: COGENY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1421609 TM
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	07/19/2021

Total Attachments: 8  
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SECURITY AGREEMENT

GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of July 16, 2021, is made by each of the entities listed as a “New Grantor” on the signature pages hereto (each a “Grantor”, and together, the “Grantors”), in favor of Citibank, N.A., as collateral agent (in such capacity, together with its successors and assigns, the “Agent”) for the lending institutions (each a “Lender” and, collectively, the “Lenders”) from time to time parties to the Credit Agreement, dated as of July 16, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Skillsoft Finance II, Inc., a Delaware corporation (the “Borrower”), Skillsoft Finance I, Inc., a Delaware corporation (“Holdings”), the Lenders and the Agent, and (ii) the Guarantee, dated as of July 16, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee”), among the Guarantors party thereto and 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 Borrower 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 Security Agreement, dated as of July 16, 2021 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 to the Borrower 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 lien on and security interest in all of 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.

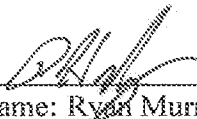
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of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

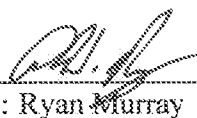
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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.

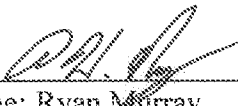
**Skillsoft Ireland Limited,**  
as a New Grantor

By:   
Name: Ryan Murray  
Title: Director

**Skillsoft Limited,**  
as a New Grantor

By:   
Name: Ryan Murray  
Title: Director

**SumTotal Systems LLC,**  
as a New Grantor


By:   
Name: Ryan Murray  
Title: Vice President and Treasurer

**CyberShift Holdings, Inc.,**  
as a New Grantor

By:   
Name: Ryan Murray  
Title: President, Chief Executive Officer &  
Treasurer

[Grant of Security Interest in Trademark Rights]

CyberShift, Inc.,  
as a New Grantor

By:   
Name: Ryan Murray  
Title: President, Chief Executive  
Officer & Treasurer

Global Knowledge Training LLC,  
as a New Grantor

By: \_\_\_\_\_  
Name: Brian Holland  
Title: Secretary

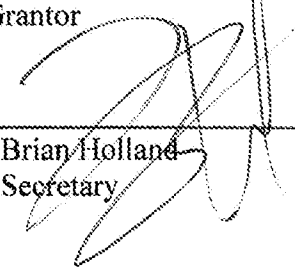
[Grant of Security Interest in Trademark Rights]

**CyberShift, Inc.**  
as a New Grantor

By: \_\_\_\_\_  
Name: Ryan Murray  
Title: President, Chief Executive  
Officer & Treasurer

**Global Knowledge Training LLC,**  
as a New Grantor

By: \_\_\_\_\_  
Name: Brian Holland  
Title: Secretary



[Grant of Security Interest in Trademark Rights]



**CITIBANK, N.A.**  
as the Collateral Agent

By: 

Name: Michael V. Moore

Title: Director & Vice President

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007358 FRAME: 0883**

# **SCHEDULE A** **U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Status	Application No. / Registration No.	Registrant
(FACE) VLAB	Registered	2519339	Skillssoft Ireland Ltd
BOOKS24X7	Registered	3251459	Skillssoft Ireland Ltd
ELEMENT K	Registered	2559834	Skillssoft Ireland Ltd
EXPRESS GUIDE	Registered	3013960	Skillssoft Limited
INGENIUS	Registered	3871298	Skillssoft Ireland Ltd
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ROLEPLAY	Registered	3553942	Skillssoft Ireland Ltd
SEARCH & LEARN	Registered	2580718	Skillssoft Ireland Ltd
SEARCH & LEARN	Registered	2514076	Skillssoft Ireland Ltd
SEARCH & LEARN	Registered	2580718	Skillssoft Ireland Ltd
SKILCHOICE	Registered	3051645	Skillssoft Limited
SKILLPORT	Registered	2611913	Skillssoft Ireland Ltd
SKILLPORT	Registered	2457251	Skillssoft Ireland Ltd
SKILLSOFT	Registered	2469531	Skillssoft Ireland Ltd
SKILLSOFT	Registered	2827570	Skillssoft Ireland Ltd
SKILLSOFT	Registered	2667976	Skillssoft Ireland Ltd
SKILLSTUDIO	Registered	3432549	Skillssoft Limited
THE SKILLSOFT LEARNING GROWTH MODEL	Registered	3646016	Skillssoft Limited
VLAB	Registered	2264695	Skillssoft Ireland Ltd
ACCERO	Registered	3693384	SumTotal Systems LLC
ASPEN	Registered	2986031	SumTotal Systems LLC
CYBERSHIFT & Design	Registered	3754430	CyberShift Holdings, Inc.
CYBERSHIFT	Registered	2239714	CyberShift, Inc.



Trademark	Status	Application No. / Registration No.	Registrant
IMPULSE 3G	Registered	3935575	CyberShift Holdings, Inc.
ON TRACK FOR TRAINING	Registered	1779539	SumTotal Systems LLC
PATHLORE	Registered	2250625	SumTotal Systems LLC
PATHLORE	Registered	2189677	SumTotal Systems LLC
PHOENIX	Registered	1149783	SumTotal Systems LLC
PREFERENCE	Registered	1545236	SumTotal Systems LLC
SUMTOTAL & Design	Registered	4500734	SumTotal Systems LLC
FIT4BUSINESS	Registered	4147075	Global Knowledge Training LLC
GLOBAL KNOWLEDGE	Registered	3072378	Global Knowledge Training LLC
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