

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM748646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A. as Collateral Agent		08/15/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SumTotal Systems LLC		
Street Address:	300 Innovative Way, Suite 201		
Internal Address:	c/o SkillSoft Corporation		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03062		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	CyberShift, Inc.		
Street Address:	300 Innovative Way, Suite 2001		
Internal Address:	c/o SkillSoft Corporation		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03062		
Entity Type:	Corporation: NEW YORK		
Name:	CyberShift Holdings, Inc.		
Street Address:	300 Innovative Way, Suite 201		
Internal Address:	c/o SkillSoft Corporation		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03062		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3693384	ACCERO	
Registration Number:	2986031	ASPEN	
Registration Number:	2239714	CYBERSHIFT	

CH \$290.00 3693384

Property Type	Number	Word Mark
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:	3754430	CYBERSHIFT

CORRESPONDENCE DATA

Fax Number: 2147467777

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: 2147467700

Email: juan.arias@weil.com

Correspondent Name: Veronica Bonhamgregory

Address Line 1: Weil, Gotshal & Manges LLP

Address Line 2: 200 Crescent Court, Suite 300

Address Line 4: Dallas, TEXAS 75201-6950

ATTORNEY DOCKET NUMBER:	V. Bonhamgre-74757.0009
NAME OF SUBMITTER:	Veronica Bonhamgregory
SIGNATURE:	/Veronica Bonhamgregory/
DATE SIGNED:	08/15/2022

Total Attachments: 4

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**PARTIAL RELEASE OF SECURITY INTEREST IN
GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS PARTIAL RELEASE OF SECURITY INTEREST IN GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Partial Release**”) is entered into as of August 15, 2022 by Citibank, N.A., as collateral agent (the “**Agent**” or the “**Assignee**”) for the Secured Parties as defined in that certain Credit Agreement, dated as of July 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Skillsoft Finance II, Inc., a Delaware corporation (the “**Borrower**”), the other Credit Parties party thereto, each lender from time to time party thereto, and the Agent, as the administrative agent.

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement, dated as of July 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), Amber Holdings Inc., a Delaware corporation (“**Amber**”), CyberShift Holdings, Inc., a Delaware corporation (“**CyberShift Holdings**”), CyberShift, Inc., a Delaware corporation (“**CyberShift**”), SumTotal Systems, LLC, a Delaware limited liability company (“**STS**”), and Accero, Inc., a Delaware corporation (“**Accero**”, and together with Amber, CyberShift Holdings, Cybershift and STS the “**Assignors**” and each, an “**Assignor**”) granted to the Assignee a Lien on and security interest in, all of its right, title and interest in, to and under the Collateral (as defined in that certain Grant of Security Interest in Trademark Rights, dated as of July 16, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), including, without limitation, each Trademark registration and application referred to in Schedule A hereto;

WHEREAS, such Trademark Security Agreement was recorded with the Trademark division of the United States Patent and Trademark Office (“**USPTO**”) on July 19, 2021 in Reel 7358, Frame 0875;

WHEREAS, the Borrower has requested pursuant to Section 12.11 of the Credit Agreement and Section 6.5 of the Security Agreement that the Agent execute and deliver this Partial Release to evidence and acknowledge the termination and release of the security interest in and lien on the Collateral solely listed on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the Agent, on behalf of itself and the Credit Parties, hereby states as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement, Security Agreement or Trademark Security Agreement, as applicable.

2. Collateral. The term “Collateral” shall mean all 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.

3. Partial Release of Security Interest in Collateral. The Agent hereby terminates and releases and acknowledges the termination and release of, any and all security interests it has in or against the Collateral listed on Schedule A hereto. For the avoidance of doubt, this Partial

Release does not terminate or release the Agent's security interest in and lien on the Collateral not listed on Schedule A hereto.

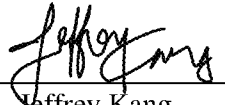
4. Recordation of Partial Release. The Agent hereby authorizes and requests that the USPTO record this Partial Release.

5. Governing Law. This Partial Release shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Partial Release to be executed by its duly authorized representative as of the above date.

CITIBANK, N.A., as Agent

By: 
Name: Jeffrey Kang
Title: Vice President and Director

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Status	Application No. / Registration No.	Registrant
ACCERO	Registered	3693384	SumTotal Systems LLC
ASPEN	Registered	2986031	SumTotal Systems LLC
CYBERSHIFT	Registered	2239714	CyberShift, Inc.
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
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PREFERENCE	Registered	1545236	SumTotal Systems LLC
SUMTOTAL & Design	Registered	4500734	SumTotal Systems LLC
CYBERSHIFT & Design	Registered	3754430	CyberShift Holdings, Inc.