

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM718783

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Codecademy, LLC		04/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A., as Collateral Agent		
Street Address:	One Penn's Way, OPS II		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4385511	CODECADEMY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	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:	1641886		
NAME OF SUBMITTER:	Margot Tolley		
SIGNATURE:	/Margot Tolley/		
DATE SIGNED:	04/04/2022		
Total Attachments: 5			
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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 April 4, 2022, is made by the entity listed as a "New Grantor" on the signature page hereto (the "Grantor"), 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 by that certain Amendment No. 1 to Credit Agreement, dated as of April 4, 2022 and as further amended, restated, amended and 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, 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 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 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, 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 party hereto has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

Codecademy, LLC,
as a New Grantor

By: 

Name: Rich Walker

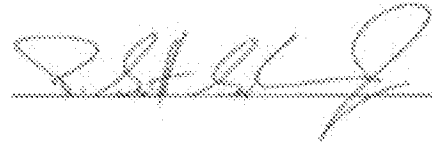
Title: Vice President

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[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 007679 FRAME: 0586

CITIBANK N.A.,
as the Collateral Agent

A handwritten signature in black ink, appearing to read "S. Sartorius", written over a horizontal dotted line.

by:

Name: Scott Sartorius

Title: Managing Director

[Grant of Security Interest in Trademark Rights]

RECORDED: 04/04/2022

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