

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CBT (TECHNOLOGY) LIMITED	01/31/2011
RECEIVING PARTY DATA	
Name:	SKILLSOFT IRELAND LIMITED
Street Address:	BELFIELD OFFICE PARK, CLONSKEAGH
City:	DUBLIN 4
State/Country:	IRELAND
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6985891
CORRESPONDENCE DATA	
Fax Number:	(202)393-5350
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-638-6666
Email:	patent@jhip.com
Correspondent Name:	JOHN C. HOLMAN
Address Line 1:	JACOBSON HOLMAN PLLC
Address Line 2:	400 SEVENTH STREET, N.W.
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20004
ATTORNEY DOCKET NUMBER:	P67361US0
NAME OF SUBMITTER:	John C. Holman
Total Attachments: 8 source=assignment_20110713102516#page1.tif source=assignment_20110713102516#page2.tif source=assignment_20110713102516#page3.tif source=assignment_20110713102516#page4.tif source=assignment_20110713102516#page5.tif source=assignment_20110713102516#page6.tif source=assignment_20110713102516#page7.tif source=assignment_20110713102516#page8.tif	

OP \$40.00 6985891

501592824

PATENT
REEL: 026581 FRAME: 0980

CBT (TECHNOLOGY) LIMITED

SKILLSOFT IRELAND LIMITED

PATENT ASSIGNMENT AGREEMENT

We certify that the within has been compared with and is
a true copy of the document of which it purports to be a
copy. Dated this *20* day of *February* 2011
William Fry
WILLIAM FRY
SOLICITORS
Fitzwilton House, Wilton Place, Dublin 2, Ireland.

William Fry
Solicitors
Fitzwilton House
Wilton Place
Dublin 2
www.williamfry.ie

© William Fry 2011

017327.0001.BCO

THIS AGREEMENT is made on 31 January 2011 (the "Agreement")

BETWEEN:

CBT (TECHNOLOGY) LIMITED
a company incorporated under
the laws of Ireland
with company number 116346
having its registered offices at
Belfield Office Park, Clonskeagh
Dublin 4
and formerly having its registered office at
Stephens Court, 32 Stephen's Green
Dublin 2
(the "Assignor")

- and -

SKILLSOFT IRELAND LIMITED
a company Incorporated under
the laws of Ireland
with company number 95413
having its registered offices at
Belfield Office Park, Clonskeagh
Dublin 4 (the "Assignee")

Each a "Party", together the "Parties"

INTRODUCTION:

The Assignor wishes to assign to the Assignee all its entire right, title and interest in the Patents.

IT IS AGREED:

1. **Definitions**

In this Agreement the following terms shall have the meanings set out below:

- 1.1 **"Intellectual Property Rights"**, means all intellectual property rights including without limitation patents (including utility models and inventions), trade marks (including service marks, trade names and business names), design rights, copyright and related rights (including rights in respect of software), internet designations (including domain names), moral rights and database rights, (whether or not any of these is registered and including any application for registration of any such rights), for the full term of such rights and including any extension to or renewal of the terms of such rights and all rights or forms of protection of a similar nature or having similar effect to any of these which may exist anywhere in the world.
- 1.2 **"Patents"**, the patents brief particulars of which are set out in the attached Schedule and all their respective priority rights.

2. **Interpretation**

- 2.1 Words denoting the singular shall include the plural, and vice versa and words denoting any gender shall include all genders.

- 2.2 Unless otherwise stated, all references to Clauses and Schedules in this Agreement are references to clauses in, and schedules to, this Agreement.
- 2.3 The provisions set out in the Schedule to this Agreement shall be incorporated in and form part of this Agreement.
- 2.4 The Clause headings in this Agreement are for the convenience of the Parties only and shall not affect its interpretation in any way.

3. Assignment

In consideration of the sum of €1 (one euro) now paid by the Assignee to the Assignor (receipt of which the Assignor now acknowledges) and other good and valuable consideration, the Assignor now assigns and transfers to the Assignee absolutely free from encumbrances, charges, liens or any other adverse right or interest: (a) all its right, title and interest in relation to the Patents, (b) the right to sue for damages and other remedies in respect of any past infringements and to retain any damages obtained as a result of such action to the Assignee; (c) all rights and benefits relating to the above including without limitation any right to claim priority from any of the above; and (d) any Intellectual Property Rights that will be created by or vest in the Assignor in relation to the Patents, to the extent permitted by applicable law.

4. Undertakings

- 4.1 The Assignor undertakes to provide immediately to the Assignee all documentation relating to title to the Patents or, where applicable, such documentation that will come into the possession or control of the Assignor.
- 4.2 To the extent that the Assignor cannot assign any Intellectual Property Rights to the Assignee, it is agreed that any such right (including, where applicable, any moral right, such as a right of paternity or integrity) shall be waived and shall not be exercised against the Assignee or its successors in title.

5. Technical Information

For the avoidance of doubt, the Assignor confirms that all Technical Information belongs to the Assignee and further agrees promptly to make available all such Technical Information to the Assignee upon its request for such and in no event later than 7 (seven) days after such request.

6. Warranty

The Assignor represents and warrants that it is the legal and beneficial owner of all in the Intellectual Property Rights in the Patents and it is entitled to enter into this Agreement.

7. Further Assurance

The Assignor shall, at no additional charge, as required or deemed appropriate by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Agreement and secure to the Assignee the full benefit of the rights in this Agreement. The Assignor irrevocably appoints the Assignee to be its attorney to act in its name and on its behalf to execute and do any such instrument and things and generally to use its name for the purpose of giving to the Assignee (or its nominee) the full benefit of this Agreement.

8. **Entire Agreement**

This Agreement represents the entire agreement between the Parties with respect to its subject matter. Each of the Parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this Agreement. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the Parties on or after the date of this Agreement.

9. **Governing Law**

This Agreement shall be governed by and construed in accordance with Irish law and the Parties irrevocably submit to the exclusive jurisdiction of the Irish courts in relation to all matters arising out of or in connection with this Agreement.

10. **Counterparts**

This Agreement may be executed in any number of counterparts and by the different Parties on separate counterparts each of which when executed and delivered shall constitute an original, all such counterparts together constituting one and the same instrument.

IN WITNESS whereof the Parties have executed and delivered this Agreement as a deed on the date first herein written

SCHEDULE

Schedule of Patents / Patent Applications

Country	Application No.	Patent No.
Australia	20504/95	695912
Austria	95650017.7	E183,326
Belgium	95650017.7	.0690426
Canada	2,151,102	2,151,102
Denmark	95650017.7	.0690426
EPO	95650017.7	.0690426
France	95650017.7	.0690426
Germany	95650017.7	695 113 37.2-08
Great Britain	95650017.7	.0690426
Greece	95650017.7	3031819
Ireland	95650017.7	.0690426
Ireland	S950413	S65606
Ireland	S940460	
Italy	95650017.7	28227BE/99
Netherlands	95650017.7	.0690426
Portugal	95650017.7	.0690426
Spain	95650017.7	.0690426
Sweden	95650017.7	.0690426
Switzerland	95650017.7	.0690426
USA	.09/004,275	6,308,042

Country	Application No.	Patent No.
Belgium	9400612	1006555A6
Great Britain	9411649.8	2290442
Ireland	940464	73271
Ireland	S940463	S61157
Australia	71929/00	782460
EPO	.00650202.5	
Ireland	2000/0974	82854
Ireland	S2000/0975	S82035
USA	11/398,72	
Australia	95149/01	784372
EPO	.01650143.9	
Ireland	2000/0973	
Ireland	2001/1030	84098
Ireland	S2001/1031	S82408
USA	.09/995,739	6,985,891

Country	Application No.	Patent No.
Ireland	2001/1030	84098
Ireland	2000/0980	
EPO	.02394038.0	
EPO	.03746388.2	
Ireland	2002/0271	
Ireland	2003/0296	83569
Ireland	S2003/0297	S83092
PCT	IE03/00057	
USA	60/372,819	
USA	10,963,505	

SIGNED
on behalf of CBT (TECHNOLOGY) LIMITED
by its authorised signatory
in the presence of:

John O'Keefe
Witness (Signature)

LELIA O'HEA
Print name

BLOCK 3 THE HARCOURT CENTRE, HARCOURT RD,
Print address
DUBLIN 2

SIGNED
on behalf of SKILLSOFT (IRELAND) LIMITED
by its authorised signatory
in the presence of:

John O'Keefe
Witness (Signature)

LELIA O'HEA
Print name

BLOCK 3 THE HARCOURT CENTRE, HARCOURT RD,
Print address
DUBLIN 2.

Inelda Shine
Authorised Signatory (Signature)
INELDA SHINE
Print name

Ferdinand von Prondzynski
Authorised Signatory (Signature)
FERDINAND VON PRONDZYNski
Print name

WF-2715981-v4