

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6158891

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	DEBTOR-IN-POSSESSION GRANT OF SECURITY INTEREST IN PATENT RIGHTS
CONVEYING PARTY DATA	
Name	Execution Date
SKILLSOFT IRELAND LIMITED	06/17/2020
SKILLSOFT LIMITED	06/17/2020
RECEIVING PARTY DATA	
Name:	WILMINGTON SAVINGS FUND SOCIETY, FSB
Street Address:	500 DELAWARE AVENUE
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	6985891
Patent Number:	6996366
Patent Number:	6606480
Patent Number:	7260355
Patent Number:	7051010
Patent Number:	7016880
Patent Number:	10373093
CORRESPONDENCE DATA	
Fax Number:	(949)475-4754
<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:	949-451-3800
Email:	skann@gibsondunn.com
Correspondent Name:	STEPHANIE KANN
Address Line 1:	3161 MICHELSON DRIVE
Address Line 2:	GIBSON, DUNN & CRUTCHER LLP
Address Line 4:	IRVINE, CALIFORNIA 92612
ATTORNEY DOCKET NUMBER:	06330-00001
NAME OF SUBMITTER:	STEPHANIE KANN

SIGNATURE:	/stephanie kann/
DATE SIGNED:	06/17/2020
Total Attachments: 7 source=SKIL - DIP US Patent Security Agreement Executed#page1.tif source=SKIL - DIP US Patent Security Agreement Executed#page2.tif source=SKIL - DIP US Patent Security Agreement Executed#page3.tif source=SKIL - DIP US Patent Security Agreement Executed#page4.tif source=SKIL - DIP US Patent Security Agreement Executed#page5.tif source=SKIL - DIP US Patent Security Agreement Executed#page6.tif source=SKIL - DIP US Patent Security Agreement Executed#page7.tif	

**DEBTOR-IN-POSSESSION GRANT OF
SECURITY INTEREST IN PATENT RIGHTS**

This DEBTOR-IN-POSSESSION GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this "Agreement"), dated as of June 17, 2020, is made by the undersigned parties (the "Grantors"), in favor of WILMINGTON SAVINGS FUND SOCIETY, FSB, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to that certain Senior Secured Super-Priority Debtor-in-Possession Credit Agreement, dated as of June 17, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "DIP Credit Agreement"), among POINTWELL LIMITED, a company organized under the laws of Ireland, SKILLSOFT CORPORATION, a Delaware corporation, as borrower (the "Borrower"), the Lenders from time to time party thereto, and the Agent, as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the DIP 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 DIP Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a Debtor-in-Possession Security Agreement, dated as of June 17, 2020 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "DIP Security Agreement");

WHEREAS, pursuant to the DIP Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties a security interest in all Patents included in the Intellectual Property Collateral; 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, 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 DIP Credit Agreement and the DIP Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the entry of the DIP Order, Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Patents included in the Intellectual Property Collateral (including, without limitation, those items listed on Schedule A hereto), including the right to receive any 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.

3. Purpose. This Agreement has been executed and delivered by 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 DIP Security Agreement and the DIP Credit Agreement and is expressly subject to the terms and conditions thereof. The DIP 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. 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 DIP Credit Agreement and the DIP 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 DIP Security Agreement, the terms of the DIP Security Agreement shall govern. In addition to its rights, protections, immunities, indemnities and reliances set forth herein, the Collateral Agent shall be afforded the same rights, protections, immunities, indemnities and reliances afforded to it under the DIP Credit Agreement as if set forth herein *mutatis mutandis*.

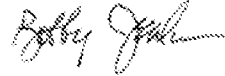
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, except to the extent the law of the State of New York is superseded by the Bankruptcy Code.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SKILLSOFT IRELAND LIMITED,
as a Grantor

By:



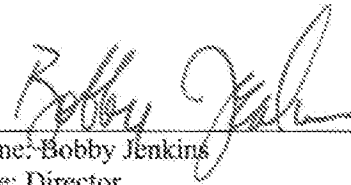
Name: Bobby Jenkins
Title: Director

[DIP Grant of Security Interest in Patent Rights]

PATENT
REEL: 052972 FRAME: 0137

SKILLSOFT LIMITED,
as a Grantor


By:


Name: Bobby Jenkins
Title: Director

[DIP Grant of Security Interest in Patent Rights]

PATENT
REEL: 052972 FRAME: 0138

WILMINGTON SAVINGS FUND SOCIETY, FSB,
as the Collateral Agent

By: 
Name: _____
Title: Raye D. Goldborough
Assistant Vice President

SCHEDULE A

U.S. Patent Registrations

Holding Entity	Patent Name	Patent # {Publication Number}	Serial / App. #	Country	Filing Date {Publication Date}	Status
Skillsoft Ireland Limited	TRACKING OF COMPUTER BASED TRAINING COURSES	6985891	09/995739	US	11/29/2001	Granted
Skillsoft Ireland Ltd	AUTOMATED INDIVIDUALIZED LEARNING PROGRAM CREATION SYSTEM WITH ASSOCIATED METHODS	6996366	10/001902	US	11/2/2001	Granted
Skillsoft Ireland Limited	AUTOMATED SYSTEM AND METHOD FOR CREATING AN INDIVIDUALIZED LEARNING PROGRAM	6606480	09/705153	US	11/2/2000	Granted
Skillsoft Ireland Ltd	AUTOMATED INDIVIDUALIZED LEARNING PROGRAM CREATION SYSTEM WITH ASSOCIATED METHODS	7260355	10/199987	US	7/19/2002	Granted
Skillsoft Limited	EVENT BASED SYSTEM FOR USE WITHIN THE CREATION AND IMPLEMENTATION OF EDUCATIONAL SIMULATIONS	7051010	09/668056	US	9/21/2000	Granted
Skillsoft Limited	EVENT BASED SYSTEM FOR USE WITHIN THE CREATION AND IMPLEMENTATION OF EDUCATIONAL SIMULATIONS	7016880	09/668004	US	9/21/2000	Granted
Skillsoft Ireland Limited/International Business Machines Corporation	IDENTIFYING PATTERNS OF LEARNING CONTENT CONSUMPTION ACROSS MULTIPLE ENTITIES AND AUTOMATICALLY DETERMINING A CUSTOMIZED LEARNING PLAN BASED ON THE PATTERNS	10,373,093	14/924370	US	10/27/2015	Granted
Skillsoft Limited	EVENT BASED SYSTEM FOR USE WITHIN THE CREATION AND IMPLEMENTATION OF	2399586	2399586	Canada	09/21/2000	Granted

	EDUCATIONAL SIMULATIONS					
--	----------------------------	--	--	--	--	--

[Signature Page to DIP Grant of Security Interest in Patent Rights]