# PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF PATENT SECURITY INTEREST RECORDED AT REEL 052972/FRAME 0133

# **CONVEYING PARTY DATA**

Name	Execution Date	
WILMINGTON SAVINGS FUND SOCIETY, FSB	08/27/2020	

# **RECEIVING PARTY DATA**

Name:	SKILLSOFT IRELAND LIMITED		
Street Address:	BLOCK 4, BELFIELD OFFICE PARK, CLONSKEAGH		
Internal Address:	C/O SKILLSOFT IRELAND LIMITED		
City:	DUBLIN 4		
State/Country:	IRELAND		
Postal Code:	D04 V972		
Name:	SKILLSOFT LIMITED		
Street Address:	BLOCK 4, BELFIELD OFFICE PARK, CLONSKEAGH		
Internal Address:	C/O SKILLSOFT IRELAND LIMITED		
City:	DUBLIN 4		
State/Country:	IRELAND		
Postal Code:	D04 V972		

# **PROPERTY NUMBERS Total: 7**

Number
6985891
6996366
6606480
7260355
7051010
7016880
10373093

#### **CORRESPONDENCE DATA**

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**REEL: 053743 FRAME: 0423** 

PATENT

506243819

Correspondent Name: STEPHANIE KANN

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Address Line 4: IRVINE, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	06330-00001	
NAME OF SUBMITTER:	STEPHANIE KANN	
SIGNATURE:	/stephanie kann/	
DATE SIGNED:	09/09/2020	

# **Total Attachments: 4**

source=SKIL - DIP - Release of Patent Security Agreement Executed(2)#page1.tif source=SKIL - DIP - Release of Patent Security Agreement Executed(2)#page2.tif source=SKIL - DIP - Release of Patent Security Agreement Executed(2)#page3.tif source=SKIL - DIP - Release of Patent Security Agreement Executed(2)#page4.tif

PATENT REEL: 053743 FRAME: 0424

#### RELEASE OF PATENT SECURITY INTEREST

This RELEASE OF PATENT SECURITY INTEREST (this "Release") is made as of August 27, 2020, by WILMINGTON SAVINGS FUND SOCIETY, FSB, in its capacity as Collateral Agent under (and as defined in) the Security Agreement referred to below (the "Agent") for the benefit of SKILLSOFT IRELAND LIMITED and SKILLSOFT LIMITED (each individually a "Grantor" and collectively the "Grantors"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below) or the Patent Security Agreement (as defined below) as applicable.

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the Grantors and the Agent are parties to that certain (i) DEBTOR-IN-POSSESSION SECURITY AGREEMENT, dated as of June 17, 2020 (as amended or otherwise modified from time to time, the "Security Agreement") among SKILLSOFT CORPORATION, a Delaware corporation, as borrower (the "Borrower") and each of the subsidiaries party thereto; and (ii) DEBTOR-IN-POSSESSION GRANT OF SECURITY INTEREST IN PATENT RIGHTS, dated as of June 17, 2020 (as amended or otherwise modified from time to time, the "Patent Security Agreement"), pursuant to which each Grantor has granted to the Agent for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Grantors in, to and under the Collateral (as defined in the Patent Security Agreement), including the patents set forth on Schedule I hereto; and

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on June 17, 2020 at Reel 052972 and Frame 0133; and

WHEREAS, the Grantors have requested that the Agent release, and the Agent is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Patent Collateral, including, without limitation, the patents set forth on <u>Schedule I</u> hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

- 1. The Agent does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement or Patent Security Agreement to the Collateral, including, without limitation, the patents (including the issued and pending patents) set forth on Schedule I hereto, and all proceeds thereof, and any right, title or interest of the Agent in such Collateral shall hereby terminate, cease and become void. The Agent hereby assigns, transfers and conveys any and all right, title or interest of the Agent in the Collateral to the Grantor.
- 2. The Agent, on behalf of itself and the Secured Parties, does hereby terminate and cancel the Patent Security Agreement.

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- 3. This Release shall not be deemed to release any liens or security interest upon any Collateral upon which Wilmington Savings Fund Society, FSB ("WSFS") was granted a lien or security interest in any other capacity, and shall only apply with respect to liens and security interest in the Collateral held by WSFS in its capacity as Agent under the Security Agreement.
- 4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

[Signature page follows]

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PATENT REEL: 053743 FRAME: 0426 IN WITNESS WHEREOF, the undersigned has caused this Release of Patent Security Interest to be executed and delivered as of the date first written above.

WILMINGTON SAVINGS FUND SOCIETY, FSB, as the Agent

By: Name: Title:

Raye D. Goldsborough Assistant Vice President

[SIGNATURE PAGE TO RELEASE OF PATENT SECURITY INTEREST (DIP)]

# **SCHEDULE I to the Release of Patent Security Interest**

**U.S. Patent Registrations** 

	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 EDUCATIONAL SIMULATIONS	2399586	2399586	Canada	09/21/2000	Granted				

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**RECORDED: 09/09/2020**