

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6820207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
SKILLSOFT LIMITED	07/16/2021
SKILLSOFT IRELAND LIMITED	07/16/2021
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
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	7016880
Patent Number:	7051010
Patent Number:	6996366
Patent Number:	7260355
Patent Number:	6985891
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:	1420543 PT
NAME OF SUBMITTER:	MARGOT TOLLEY
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	07/19/2021

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS (this “Agreement”), dated as of July 16, 2021, is made by each of the entities listed as a “New Grantor” on the signature pages hereto (each a “Grantor”, and together, the “Grantors”), 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, 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 Patents, 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, 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. Each Grantor hereby grants a lien on and security interest in all of Grantor’s right, title and interest in, to and under the Patents that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including 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.

3. Purpose. This Agreement has been executed and delivered by each 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.

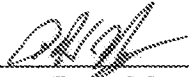
4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of 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.

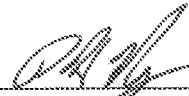
6. Governing Law: This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Skillsoft Limited,
as the New Grantor

By: 
Name: Ryan Murray
Title: Director

Skillsoft Ireland Limited,
as the New Grantor

By: 
Name: Ryan Murray
Title: Director

[Grant of Security Interest in Patent Rights]

PATENT
REEL: 056903 FRAME: 0195

CITIBANK, N.A.,
as the Collateral Agent

By: 

Name: Michael V. Moore
Title: Director & Vice President

[Signature Page to Patent Security Agreement]

PATENT
REEL: 056903 FRAME: 0196

SCHEDULE A
U.S. PATENT REGISTRATIONS AND APPLICATIONS

Registrations:

Owner	Patent No.	Registration Number	Patent Name
Skillsoft Limited	7016880	09/668,004	Event Based System for Use Within the Creation And Implementation of Educational Simulations
Skillsoft Limited	7051010	09/668,056	Event Based System for Use Within the Creation And Implementation of Educational Simulations
Skillsoft Ireland Ltd	6996366	10/001,902	Automated individualized learning program creation system with associated methods
Skillsoft Ireland Ltd	7260355	10/199,987	Automated individualized learning program creation system with associated methods
Formerly CBT (Technology) Limited - Assignment process in progress to Skillsoft Ireland Ltd	6985891	09/995,739	Tracking of Computer Based Training Courses
Formerly CBT (Technology) Limited - Assignment process in progress to Skillsoft Ireland Ltd	1 229 470	.01650143.9	Tracking of Data Relating to Computer Based Training Courses

Applications:

[None.]