

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Books24x7.com, Inc.		05/14/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Credit Suisse, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
Internal Address:	Attention of Agency Group		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	foreign bank:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78929025	BOOKS24X7	
Registration Number:	2530833	BOOKS24X7.COM	
Registration Number:	2606163	REFERENCEWARE	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 876-6557		
Email:	christina.mcclure@lw.com		
Correspondent Name:	Christina McClure		
Address Line 1:	233 S. Wacker Drive, Ste. 5800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60606-6401		
ATTORNEY DOCKET NUMBER:	035909-0004		

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NAME OF SUBMITTER:	Christina McClure
Signature:	/cm/
Date:	05/22/2007
Total Attachments: 6 source=SCAN001#page1.tif source=SCAN001#page2.tif source=SCAN001#page3.tif source=SCAN001#page4.tif source=SCAN001#page5.tif source=SCAN001#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 14, 2007 (as amended, restated, supplemented or otherwise modified, the "Trademark Security Agreement"), made by Books24x7.com, Inc., a Massachusetts Corporation (the "Grantor"), in favor of CREDIT SUISSE, as collateral agent (in such capacity and together with its successors, the "Collateral Agent") for (i) the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement dated as of May 14, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SkillSoft Public Limited Company, SkillSoft Corporation, the Lenders party thereto, Credit Suisse Securities (USA) LLC, as sole bookrunner and sole lead arranger, Key Bank, as syndication agent, Credit Suisse, as administrative agent and Collateral Agent, and Silicon Valley Bank, as documentation agent, and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, the Grantor is a party to a Guarantee and Collateral Agreement dated as of May 14, 2007 (the "Guarantee and Collateral Agreement") among the Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

(a) The Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of Grantor, in each case, wherever located and whether now owned or at any time hereafter acquired by Grantor or in which Grantor has or at any time in the future may acquire any right, title and interest (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration, or otherwise) of Grantor's Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designs and other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed on Schedule I hereto;

(ii) the right to, and to obtain, all renewals thereof;

(iii) the goodwill of the business connected with the use of and symbolized by the foregoing;

(iv) all proceeds of the foregoing, including, but not limited to, licenses, royalties, income, payments, claims and damages;

(v) general intangibles of a like nature; and

(vi) the right to sue for past, present and future infringements or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including royalties, income, payments, claims, damages and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time, an Excluded Asset.

(b) Notwithstanding anything herein to the contrary, (i) Grantor shall remain liable for all obligations under and in respect of the Trademark Collateral and nothing contained herein is intended or shall be a delegation of duties to the Collateral Agent or any other Secured Party, (ii) Grantor shall remain liable under and each of the agreements included in the Trademark Collateral, and neither the Collateral Agent nor any other Secured Party shall have any obligation or liability under any of such agreements by reason of or arising out of this Trademark Security Agreement or any other document related hereto nor shall the Collateral Agent nor any other Secured Party have any obligation to make any inquiry as to the nature or sufficiency of any payment received by it or have any obligation to take any action to collect or enforce any rights under any agreement included in the Trademark Collateral, and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any

number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**Books24x7.com, Inc.,
as Grantor**

By: 
Name: *Thomas J. McDonald*
Title: *Treasurer*

[Signature Page to the Books 24X7.com, Inc. Trademark Security Agreement]

**TRADEMARK
REEL: 003547 FRAME: 0497**

Accepted and Agreed:

**CREDIT SUISSE, CAYMAN ISLANDS BRANCH,
as Collateral Agent**

By: 

Name:

Title:

ROBERT HETU
MANAGING DIRECTOR

By: 

Name:

Title:

DENISE L. ALVAREZ
ASSOCIATE

[Signature Page to the Books 24X7.com, Inc. Trademark Security Agreement]

TRADEMARK
REEL: 003547 FRAME: 0498

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark Description</u>	<u>U.S. Registration No./ U.S. Application No.</u>	<u>Date Registered/ Date Applied</u>
Books24x7	78/929,025	07/13/2006
Books24x7.com	2,530,833	01/15/2002
Referenceware	2,606,163	08/06/2002

Books24x7.com

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RECORDED: 05/22/2007

TRADEMARK
REEL: 003547 FRAME: 0499