

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
SkillSoft Corporation		11/14/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Foreign Bank: SWITZERLAND

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2492069	ECAMP WAVE
Registration Number:	2937219	KNOWLEDGE COMMUNICATION
Registration Number:	2433993	KNOWLEDGENET
Registration Number:	1814768	KNOWLEDGENET
Registration Number:	1802448	KNOWLEDGENET
Registration Number:	3139499	LEARNFLOW
Registration Number:	1768942	NETG
Serial Number:	78528423	NETG KNOWLEDGE NOW
Registration Number:	2913670	NETGLEARNING
Registration Number:	2668565	PRECISION SKILLING
Registration Number:	2750001	RESOUND
Registration Number:	2755786	RESOUND
Registration Number:	2892525	RESOUND
Registration Number:	2752554	RESOUND

OP \$490.00 2492069

Registration Number:	1694128	SKILL BUILDER
Registration Number:	1539154	SPECTRUM INTERACTIVE
Registration Number:	2576000	THE CE CREDIT CARD
Registration Number:	2573517	THE CE LIBRARY CARD
Registration Number:	2975518	WAVE

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 233 South Wacker Drive, Suite 5800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER:	029032--0018
NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	11/17/2007

Total Attachments: 6

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT dated as of November 14, 2007 (as amended, restated, supplemented or otherwise modified, the "Supplemental Trademark Security Agreement"), made by SkillSoft Corporation, a Delaware 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, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor previously executed and delivered a trademark security agreement dated May 14, 2007;

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver this Supplemental 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 Supplemental 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 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental Trademark Security Agreement shall be construed in accordance with and governed by, the laws of the State of New York.

SECTION 5. Counterparts. This Supplemental Trademark Security Agreement may be executed by one or more of the parties to this Supplemental 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, Grantor has caused this Supplemental Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**SkillSoft Corporation,
as Grantor**

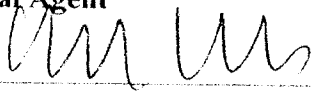
By: 
Name: THOMAS McDONALD
Title: CFO

[Signature Page to the SkillSoft Corporation Supplemental Trademark Security Agreement]

**TRADEMARK
REEL: 003663 FRAME: 0988**

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 SkillSoft Corporation Supplemental Trademark Security Agreement]

**TRADEMARK
REEL: 003663 FRAME: 0989**

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Trademark Description</u>	<u>Registration No./ Application No.</u>	<u>Date Registered/ Date Applied</u>
ECAMP WAVE	2,492,069 (U.S.)	09/25/2001
KNOWLEDGE COMMUNICATION	2,937,219 (U.S.)	04/05/2005
KNOWLEDGENET	2,433,993 (U.S.)	03/06/2001
KNOWLEDGENET & Design	1,814,768 (U.S.)	01/04/1994
KNOWLEDGENET & Design	1,802,448 (U.S.)	11/02/1993
LEARNFLOW	3,139,499 (U.S.)	09/05/2006
NETG	1,768,942 (U.S.)	05/04/1993
NETG KNOWLEDGE NOW	78/528,423 (U.S.)	12/07/2004
NETGLEARNING	2,913,670 (U.S.)	12/21/2004
PRECISION SKILLING	2,668,565 (U.S.)	12/31/2002
RESOUND	2,750,001 (U.S.)	08/12/2003
RESOUND	2,755,786 (U.S.)	08/26/2003
RESOUND & Design	2,892,525 (U.S.)	10/12/2004
RESOUND & Design	2,752,554 (U.S.)	08/19/2003
SKILL BUILDER	1,694,128 (U.S.)	06/16/1992
SPECTRUM INTERACTIVE and Design	1,539,154 (U.S.)	05/16/1989
THE CE CREDIT CARD	2,576,000 (U.S.)	06/04/2002
THE CE LIBRARY CARD	2,573,517 (U.S.)	05/28/2002
WAVE	2,975,518 (U.S.)	07/26/2005
SKILL BUILDER	169566 (IRELAND)	11/04/1994

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