

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SkillSoft Ireland Limited		06/25/2010	private limited company: IRELAND

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc., as Collateral Agent
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3251459	BOOKS24X7
Serial Number:	77789044	INGENIUS
Registration Number:	1768942	NETG
Registration Number:	2913670	NETGLEARNING
Registration Number:	2560551	ROLEPLAY
Registration Number:	2566310	ROLEPLAY
Registration Number:	3553944	ROLEPLAY
Registration Number:	3553942	ROLEPLAY
Registration Number:	2580718	SEARCH-AND-LEARN
Registration Number:	2514076	SEARCH-AND-LEARN
Registration Number:	2611913	SKILLPORT
Registration Number:	2457251	SKILLPORT
Registration Number:	2469531	SKILLSOFT
Registration Number:	2827570	SKILLSOFT

OP \$415.00 3251459

Registration Number:	2667976	SKILLSOFT
Registration Number:	2140071	SKILLVIEW

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	042742-0006
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	10/15/2010

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of June 25, 2010 (the "Trademark Security Agreement"), made by SkillSoft Limited, an Irish private limited company and SkillSoft Ireland Limited, an Irish private limited company, (each a "Grantor," collectively the "Grantors"), in favor of Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), 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 Amended and Restated Credit Agreement dated as of May 26, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings (as defined therein), the Borrower (as defined therein), the lenders party thereto and Morgan Stanley Senior Funding, Inc. as administrative agent and collateral agent, and (ii) the other Secured Parties.

WITNESSETH:

WHEREAS, Grantors are party to a Guarantee and Collateral Agreement dated as of February 11, 2010, as amended by the First Amendment to Guarantee and Collateral Agreement dated as of May 26, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree 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) Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties, a security interest in all the following property of such Grantor, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor has or at any time in the future may acquire any right, title or 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 such 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, and all goodwill associated therewith, 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 in Schedule I hereto,

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

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

(iv) general intangibles of a like nature and

(v) 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) each 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) each Grantor shall remain liable under each of the agreements included in the Trademark Collateral, including any Receivables, any Contracts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, to perform all of the obligations undertaken by it thereunder all in accordance with and pursuant to the terms and provisions thereof 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, including any agreements relating to any Receivables, any Contracts or any agreements relating to Pledged Partnership Interests or Pledged LLC Interests and (iii) the exercise by the Collateral Agent of any of its rights hereunder shall not release any Grantor from any of its duties or obligations under the contracts and agreements included in the Trademark Collateral, including any agreements relating to any Receivables, any Contracts and any agreements relating to Pledged Partnership Interests or Pledged LLC Interests, except to the extent such rights are exercised with respect to such contracts and agreements included in 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 Grantors hereby acknowledge and affirm 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.

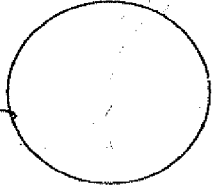
SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile) and all of said counterparts together shall be deemed to constitute one and the same instrument.

[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.

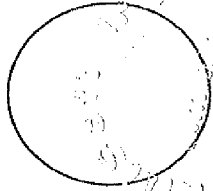
PRESENT when the Common Seal of **SKILLSOFT LIMITED** was affixed hereto:

Inelde Shene
Director
[Signature]
Director / Secretary



PRESENT when the Common Seal of **SKILLSOFT IRELAND LIMITED** was affixed hereto:

Inelde Shene
Director
[Signature]
Director / Secretary



Accepted and Agreed:

MORGAN STANLEY SENIOR FUNDING, INC.

as Collateral Agent

By: _____

Name: *F. STUART*

Title: *VP*

Trademark Security Agreement

TRADEMARK
REEL: 004297 FRAME: 0466

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	STATUS	APPLICATION/ REGISTRATION NO.	OWNER/APPLICANT
Books24x7	US	Registered	3251459	SkillSoft Ireland Ltd
Express Guide	US	Registered	3013960	SkillSoft Limited
INGENIUS	US	Application	77/789,044	SkillSoft Ireland Ltd
LiveEquations	US	Registered	3320857	SkillSoft Limited
NETG	US	Registered	1768942	SkillSoft Ireland Ltd
NETGLEARNING	US	Registered	2913670	SkillSoft Ireland Ltd
RolePlay	US	Registered	2560551	SkillSoft Ireland Ltd
RolePlay	US	Registered	2566310	SkillSoft Ireland Ltd
RolePlay	US	Registered	3553944	SkillSoft Ireland Ltd
RolePlay	US	Registered	3553942	SkillSoft Ireland Ltd
Search-and-Learn	US	Registered	2580718	SkillSoft Ireland Ltd
Search-and-Learn	US	Registered	2514076	SkillSoft Ireland Ltd
SkillBlend	US	Registered	3265686	SkillSoft Limited
SkillChoice	US	Registered	3051645	SkillSoft Limited
SkillPort	US	Registered	2611913	SkillSoft Ireland Ltd
SkillPort	US	Registered	2457251	SkillSoft Ireland Ltd
SkillSoft	US	Registered	2469531	SkillSoft Ireland Ltd
SkillSoft	US	Registered	2827570	SkillSoft Ireland Ltd
SkillSoft	US	Registered	2667976	SkillSoft Ireland Ltd
SkillStudio	US	Registered	3432549	SkillSoft Limited
SkillView	US	Registered	2140071	SkillSoft Ireland Ltd
The SkillSoft Learning Growth Model	US	Registered	77495746	SkillSoft Limited