

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
Global Knowledge Training LLC		10/21/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	New Mountain Finance Holdings, L.L.C.		
Street Address:	787 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77934906	FIT4BUSINESS	
Serial Number:	77934898	FIT4BUSINESS	
Registration Number:	3072378	GLOBAL KNOWLEDGE	
Registration Number:	3072379	GLOBAL KNOWLEDGE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-6460		
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	38864-5		

CH \$115.00 77934906

900205379

TRADEMARK
REEL: 004647 FRAME: 0370

NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	10/24/2011
Total Attachments: 7 source=GK - Trademark Security Agreement#page1.tif source=GK - Trademark Security Agreement#page2.tif source=GK - Trademark Security Agreement#page3.tif source=GK - Trademark Security Agreement#page4.tif source=GK - Trademark Security Agreement#page5.tif source=GK - Trademark Security Agreement#page6.tif source=GK - Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 21, 2011, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of the Purchasers under and as defined in the Note Purchase Agreement referred to below.

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of October 21, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among the Issuer, Holdings, the other Note Parties, and the Purchasers from time to time party thereto, the Purchasers have severally agreed to purchase Notes issued by the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Issuer) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Purchasers (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Issuer; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes issued by the Issuer thereunder, each Grantor hereby agrees with the Purchasers as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to each Purchaser, and grants to each Purchaser a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Purchasers pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Purchasers with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Release of Trademark Collateral.

(a) Upon the occurrence of the Termination Date, the Trademark Collateral shall be released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Purchasers and each Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. Each Grantor is hereby authorized to file such filings at such time evidencing the termination of the Liens so released. At the request of any Grantor following any such termination, each Purchaser shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) Upon the occurrence of a Permitted Release and in connection therewith, the Purchasers, at the request of any Grantor, shall execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such release.

(c) Upon the occurrence of a Permitted Release and at the request of the Issuer, a Grantor shall be released from its obligations hereunder in the event that all the Stock and Stock Equivalents of such Grantor shall be sold to any Person that is not an Affiliate of Holdings, the Issuer and the Subsidiaries of the Issuer in a transaction permitted by the Note Documents.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

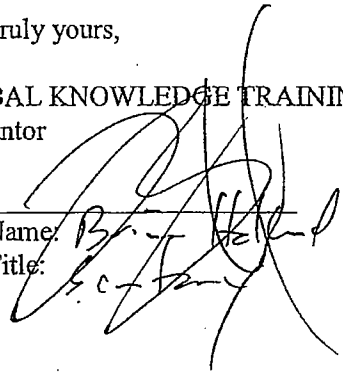
Very truly yours,

GLOBAL KNOWLEDGE TRAINING LLC
as Grantor

By:

Name:

Title:



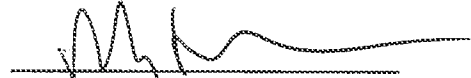
B. J. Kelly
S. C. Kelly

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

NEW MOUNTAIN FINANCE HOLDINGS, L.L.C.,
as Purchaser

By: _____



Name: Robert A. Hamwee

Title: Chief Executive Officer, President and Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004647 FRAME: 0376

ACKNOWLEDGMENT OF GRANTOR

State of North Carolina)

County of Wake)

ss.

On this 21st day of October, 2011 before me personally appeared Brian G. Holland, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Global Knowledge Training LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Sole Member and that he acknowledged said instrument to be the free act and deed of Global Knowledge Training LLC.

Mary K. Walter
Mary K. Walter Notary Public

My commission expires
4 May 2013

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Country	Mark	Serial No Filing Date	Reg. No. Reg. Date	Owner
United States of America	GLOBAL KNOWLEDGE & Design	76291842 Jul 27, 2001	3072379 Mar 28, 2006	Global Knowledge Training LLC
United States of America	GLOBAL KNOWLEDGE & Design	76291026 Jul 27, 2001	3072378 Mar 28, 2006	Global Knowledge Training LLC

2. TRADEMARK APPLICATIONS

Country	Mark	Serial No Filing Date	Owner
United States of America	FIT4BUSINESS	77934898 Feb 12, 2010	Global Knowledge Training LLC
United States of America	FIT4BUSINESS (and design)	77934906 Feb 12, 2010	Global Knowledge Training LLC

3. IP LICENSES

None