

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329504

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST (SECOND LIEN)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW MOUNTAIN FINANCE HOLDINGS, L.L.C.		01/20/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	GLOBAL KNOWLEDGE TRAINING LLC		
Street Address:	9000 REGENCY PARKWAY, SUITE 500		
City:	CARY		
State/Country:	NORTH CAROLINA		
Postal Code:	27518		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3072379	GLOBAL KNOWLEDGE	
Registration Number:	3072378	GLOBAL KNOWLEDGE	
Registration Number:	4147075	FIT4BUSINESS	
Registration Number:	4147076	FIT4BUSINESS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	Joshua Steinberger		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35610/50		
NAME OF SUBMITTER:	Joshua Steinberger		
SIGNATURE:	/Joshua Steinberger/		
DATE SIGNED:	01/20/2015		
Total Attachments: 4			

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") made as of January 20, 2015, is granted by NEW MOUNTAIN FINANCE HOLDINGS, L.L.C., as purchaser (the "Purchaser") in favor of GLOBAL KNOWLEDGE TRAINING LLC (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement (as defined below).

WHEREAS, the Grantor, the Purchaser and certain other parties entered into that certain Note Purchase Agreement, dated as of October 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") by and between Grantor, the Purchaser and the other parties thereto;

WHEREAS, in connection with the Note Purchase Agreement, the Grantor, the Purchaser and certain other parties entered into that certain Guaranty and Security Agreement, dated as of October 21, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantor granted to the Purchaser a security interest in all of such Grantor's right, title and interest in, to and under certain trademarks and entered into that certain Trademark Security Agreement, dated as of October 21, 2011 (the "Trademark Security Agreement"), for the purpose of recording such security interest with respect to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the United States trademarks, and any registrations and applications relating thereto, set forth on Schedule A hereto (collectively, the "Trademark Collateral"), with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 24, 2011 at Reel 4647 Frame 0370; and

WHEREAS, the Purchaser desires to release its security interest in all of the Grantor's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Purchaser hereby agree as follows:

Section 1. Release of Security Interest. The Purchaser hereby irrevocably (i) releases, terminates and forever discharges all of its right, title and interest (including security interests), and (ii) reassigns to the Grantor, any right, title and interest that the Purchaser may have, in each case, in and to all of the Trademark Collateral and any goodwill associated therewith.

Section 2. Further Assurances. The Purchaser shall, at the request and expense of the Grantor, timely take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be necessary or desirable

to evidence the release and termination of the Purchaser's security interests in the Trademark Collateral, and to consummate and make effective the transactions contemplated by this Release.

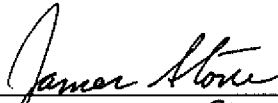
Section 3. Execution. Delivery of an executed copy of this Release by facsimile or other electronic transmission shall be as effective as delivery of an original copy of a manually executed copy hereto.

Section 4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Purchaser has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

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

By: 
Name: *James Stone*
Title: *Managing Director*

SCHEDULE A

Trademarks

1. Registered Trademarks

Record Owner	Mark	Registration No.	Registration Date
Global Knowledge Training LLC	GLOBAL KNOWLEDGE & Design	3072379	Mar 28, 2006
Global Knowledge Training LLC	GLOBAL KNOWLEDGE & Design	3072378	Mar 28, 2006
Global Knowledge Training LLC	FIT4BUSINESS	4147075	May 22, 2012
Global Knowledge Training LLC	FIT4BUSINESS (and design)	4147076	May 22, 2012

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RECORDED: 01/20/2015

TRADEMARK
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