

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pluralsight, LLC		06/12/2017	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Guggenheim Corporate Funding, LLC		
<b>Street Address:</b>	330 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86874561	PLURALSIGHT	
<b>Serial Number:</b>	86874564		
<b>Registration Number:</b>	4379615	PLURALSIGHT	
<b>Registration Number:</b>	4233398	PLURALSIGHT HARDCORE DEVELOPER TRAINING	
<b>Registration Number:</b>	4379050	PLURALSIGHT	
<b>Registration Number:</b>	3657607	PLURALSIGHT ON-DEMAND!	
<b>Serial Number:</b>	87027984	SMARTER THAN YESTERDAY	
<b>Registration Number:</b>	3272310	DIGITAL-TUTORS	
<b>Registration Number:</b>	4323776	TEACHING THE PEOPLE WHO MAKE MOVIES AND	
<b>Registration Number:</b>	4138044	SMARTERER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	emily.klump@clarivate.com		
<b>Correspondent Name:</b>	Coleen Doyle		
<b>Address Line 1:</b>	100 Northern Avenue		
<b>Address Line 2:</b>	Goodwin Procter LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02210		

OP \$265.00 86874561

<b>NAME OF SUBMITTER:</b>	Emily Klump
<b>SIGNATURE:</b>	/Emily Klump/
<b>DATE SIGNED:</b>	07/05/2017
<b>Total Attachments: 8</b> source=Pluralsight - Trademark Security Agreement (Executed)#page1.tif source=Pluralsight - Trademark Security Agreement (Executed)#page2.tif source=Pluralsight - Trademark Security Agreement (Executed)#page3.tif source=Pluralsight - Trademark Security Agreement (Executed)#page4.tif source=Pluralsight - Trademark Security Agreement (Executed)#page5.tif source=Pluralsight - Trademark Security Agreement (Executed)#page6.tif source=Pluralsight - Trademark Security Agreement (Executed)#page7.tif source=Pluralsight - Trademark Security Agreement (Executed)#page8.tif	

TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2017 (this "Agreement"), among Pluralsight, LLC, a Nevada limited liability company, Pluralsight Creative, LLC, an Oklahoma limited liability company, and Smarterer, Inc., a Delaware corporation (each a "Grantor" and collectively, the "Grantors") and GUGGENHEIM CORPORATE FUNDING, LLC, as collateral agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of June 12, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among PLURALSIGHT HOLDINGS, LLC, a Delaware corporation ("Holdings"), PLURALSIGHT, LLC, a Nevada corporation (the "Borrower"), the other GRANTORS from time to time party thereto and GUGGENHEIM CORPORATE FUNDING, LLC, as the administrative agent, and (b) the Collateral Agreement dated as of June 12, 2017 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under (a) the Trademarks and Trademark applications listed on Schedule I attached hereto, (b) all of the goodwill of each Grantor's business connected with the use of and symbolized by such Trademarks, (c) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment thereof, (d) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, proceeds of suit and other payments now or hereafter due and/or payable with respect thereto, and (e) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (the "Trademark Collateral"). This Agreement is not to be construed as an assignment of any Trademark or Trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or the filing of an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the

validity or enforceability of any registration that issues from such intent to use application under applicable federal law.

SECTION 3. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interests granted herein shall automatically terminate and the Collateral Agent shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

PLURALSIGHT, LLC, as Grantor

By: Pluralsight Holdings, LLC, its manager

By: \_\_\_\_\_

  
Name: Aaron Skonnard

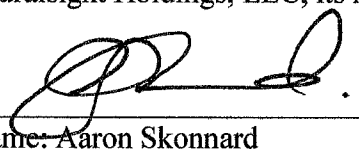
Title: President and Chief Executive Officer

PLURALSIGHT CREATIVE, LLC,  
(f/k/a PL Studios, LLC),  
as Grantor

By: Pluralsight, LLC, its manager

By: Pluralsight Holdings, LLC, its manager

By: \_\_\_\_\_

  
Name: Aaron Skonnard

Title: President and Chief Executive Officer

SMARTERER, INC.,  
as Grantor

By: \_\_\_\_\_

  
Name: Aaron Skonnard

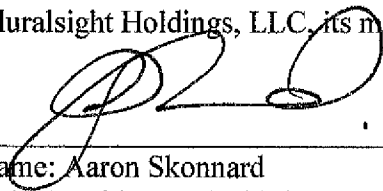
Title: President and Chief Executive Officer

PLURALSIGHT CREATIVE, LLC,  
(f/k/a PL Studios, Inc.),  
as Grantor

By: Pluralsight, LLC, its manager

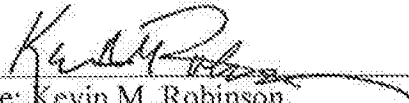
By: Pluralsight Holdings, LLC, its manager

By: \_\_\_\_\_

  
Name: Aaron Skonnard

Title: President and Chief Executive Officer

**GUGGENHEIM CORPORATE FUNDING,  
LLC, as Collateral Agent**

By   
Name: Kevin M. Robinson  
Title: Attorney-in-Fact

Schedule I

Mark	Registration Number or Application Number	Status	Record Owner
 PLURALSIGHT	App. 86874561	Pending ITU	Pluralsight, LLC
	App 86874564	Pending ITU	Pluralsight, LLC
<b>pluralsight</b> 	4379615	Registered	Pluralsight, LLC
	4,233,398	Registered	Pluralsight, LLC
<b>Pluralsight</b>	4,379,050	Registered	Pluralsight, LLC
<b>Pluralsight On-Demand!</b>	3,657,607	Registered	Pluralsight, LLC
SMARTER THAN YESTERDAY	App. 87027984	Published	Pluralsight, LLC
 digital-tutors	3,272,310	Registered	Pluralsight Creative, LLC
TEACHING THE PEOPLE WHO MAKE MOVIES AND GAMES	4,323,776	Registered	Pluralsight Creative, LLC
<b>SMARTERER</b>	4,138,044	Registered	Smarterer, Inc.
SMARTER THAN YESTERDAY	87027984	Pending	Pluralsight, LLC