

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474869

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Guggenheim Corporate Funding, LLC, as Collateral Agent		05/21/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Pluralsight Holdings, LLC		
Street Address:	180 N. Union Avenue, Suite 200		
City:	Farmington		
State/Country:	UTAH		
Postal Code:	84025		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Pluralsight LLC		
Street Address:	180 N. Union Avenue, Suite 200		
City:	Farmington		
State/Country:	UTAH		
Postal Code:	84025		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	86874561	PLURALSIGHT	
Serial Number:	86874564		
Registration Number:	4379615	PLURALSIGHT	
Registration Number:	4233398	PLURALSIGHT Hardcore Developer Training	
Registration Number:	4379050	PLURALSIGHT	
Registration Number:	3657607	PLURALSIGHT ON-DEMAND!	
Serial Number:	87027984	SMARTER THAN YESTERDAY	
Registration Number:	3272310	DIGITAL-TUTORS	
Registration Number:	4323776	TEACHING THE PEOPLE WHO MAKE MOVIES AND	
Registration Number:	4138044	SMARTERER	
CORRESPONDENCE DATA			

CH \$265.00 86874561

Fax Number: 4159472099

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.

Phone: 4159472000

Email: qluflood@wsgr.com

Correspondent Name: WSGR, C/O QUI LU FLOOD, SENIOR PARALEGAL

Address Line 1: ONE MARKET, SPEAR TOWER, SUITE 3300

Address Line 4: SAN FRANCISCO, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	52463.012
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NAME OF SUBMITTER:	Qui Lu Flood
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SIGNATURE:	/Qui Lu Flood/
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DATE SIGNED:	05/21/2018
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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of May 21, 2018 (this “Release”), is made by Guggenheim Corporate Funding, LLC, as collateral agent (the “Collateral Agent”) for the benefit of the Secured Parties from time to time party to the Credit Agreement dated as of June 12, 2017, among Pluralsight Holdings, LLC, a Delaware limited liability company (“Holdings”), Pluralsight LLC, a Nevada limited liability company (the “Borrower”), the other grantors from time to time party thereto, and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, in connection with the Credit Agreement, the Borrower, Holdings, and the other grantors from time to time party thereto, executed and delivered a Collateral Agreement, dated as of June 12, 2017 in favor of the Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”).

WHEREAS, pursuant to the Collateral Agreement, 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”), executed and delivered the Trademark Security Agreement, dated as of June 12, 2017, in favor of the Collateral Agent, which was recorded in the records of the United States Patent and Trademark Office at Reel 6098, Frame 0900, on July 6, 2017 (the “Trademark Security Agreement”). Capitalized Terms not defined herein shall have the meanings attributed to them in the Trademark Security Agreement.

WHEREAS, pursuant to the Trademark Security Agreement, each Grantor granted to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under (a) the Trademark 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 (collectively, the “Trademark Collateral”).

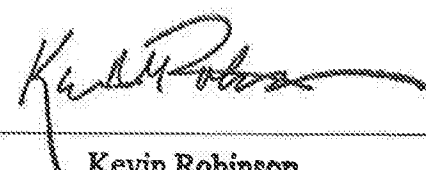
WHEREAS, the Collateral Agent acknowledges that the conditions for termination of its security interest in the Trademark Collateral have been met, and accordingly, pursuant to Section 3 of the Trademark Security Agreement, the Collateral Agent has agreed to execute this Release.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent hereby releases and terminates in its entirety its security interest in any assets granted pursuant to the Trademark Security Agreement, including, but not limited to, the Trademark Collateral, and discharges, quit claims, and relinquishes unto each Grantor, and re-assigns to each Grantor, as applicable, any and all right, title and interest it may have in, to, or under any assets granted pursuant to the Trademark Security Agreement, including, but not limited to, the Trademark Collateral of such Grantor.

[Signature Page Follows]

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

GUGGENHEIM CORPORATE FUNDING,
LLC, as Collateral Agent



By: _____
Name: **Kevin 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
pluralsight 	4379615	Registered	Pluralsight, LLC
 pluralsight	4,233,398	Registered	Pluralsight, LLC
Pluralsight	4,379,050	Registered	Pluralsight, LLC
Pluralsight On-Demand!	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
SMARTERER	4,138,044	Registered	Smarterer, Inc.
SMARTER THAN YESTERDAY	87027984	Pending	Pluralsight, LLC