

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Patent Collateral
CONVEYING PARTY DATA	
Name	Execution Date
Goldman Sachs Credit Partners L.P.	09/30/2011
RECEIVING PARTY DATA	
Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6749434
Application Number:	10355060
Application Number:	11727049
CORRESPONDENCE DATA	
Fax Number:	(212)751-4864
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<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:	Angela M. Amaru c/o Latham & Watkins
Address Line 1:	885 Third Avenue
Address Line 2:	Suite 1000
Address Line 4:	New York, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	049133-0002
NAME OF SUBMITTER:	Angela M. Amaru
Total Attachments: 4 source=Assignment-Patent-Laureate-2007#page1.tif source=Assignment-Patent-Laureate-2007#page2.tif source=Assignment-Patent-Laureate-2007#page3.tif source=Assignment-Patent-Laureate-2007#page4.tif	

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**ASSIGNMENT OF SECURITY INTEREST IN
PATENT COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL (this "Assignment"), dated as of September 30, 2011, is entered into by and between Goldman Sachs Credit Partners L.P. ("Assignor") and Citibank, N.A. ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Security Agreement referred to below.

WHEREAS, pursuant to that certain Security Agreement, dated as of August 17, 2007 (as amended by that certain Second Amendment to Credit Agreement, dated as of June 16, 2011, and as it has been or may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Laureate Education, Inc., a Maryland corporation, and certain of its Subsidiaries (the "Grantors"), and Assignor, Grantors executed and delivered that certain Patent Security Agreement, dated as of August 17, 2007 (the "Patent Security Agreement"), pursuant to which each Grantor bargained, sold, conveyed, set over, mortgaged, pledged, hypothecated, transferred, and granted to Assignor, for the ratable benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under all of the following property then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time in the future may acquire any right, title or interest: (i) all letters patent of the United States or the equivalent thereof in any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or the equivalent thereof in any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country including those listed on Schedule A hereto, and (ii) all reissues, continuations, divisions, continuations-in-part or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, import and/or sell the inventions disclosed or claimed therein, and (iii) all rights, priorities and privileges relating to the foregoing, including all rights to sue at law or in equity for any past, present or future infringement or other impairment thereof, including the right to receive all Proceeds therefrom (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations;

WHEREAS, Assignor recorded the Patent Security Agreement with the United States Patent and Trademark Office on September 16, 2007, at Reel 019825, Frame 0532.

WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of September 30, 2011, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's rights and obligations under the Security Agreement and the Patent Security Agreement and the liens granted thereunder.

WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right, title and interest in, to and under, the Patent Collateral and the Patent Security Agreement, including, without limitation, its lien on and security interest in Grantor's right, title and interest in to and under the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN PATENT COLLATERAL as of the date first above written.

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Assignor

By: 

Name:

Title:

Elizabeth Fischer
Authorized Signatory

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent and successor Administrative Agent accepts and assumes the foregoing Assignment.

DATED as of the 30 day of September, 2011.

CITIBANK, N.A.
as Assignee

By: Caesar Wyszomirski
Name: Caesar Wyszomirski
Title: vice President

[Signature Page to Assignment of Security Interest in Patent Collateral (Laureate—2007)]

PATENT
REEL: 027000 FRAME: 0902

SCHEDULE A

PATENT REGISTRATIONS AND APPLICATIONS

Registrations:

<u>OWNER</u>	<u>PATENT NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	6,749,434	SYSTEM AND METHOD FOR CONDUCTING A LEARNING SESSION USING TEACHER AND STUDENT WORKBOOKS

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	10/355060	SYSTEM AND METHOD FOR SELECTING INSTRUCTION MATERIAL
Laureate Education, Inc.	11/727049	GENERATING STUDENT PROFILES BASED ON ASSESSMENT/DIAGNOSTIC TEST AND STUDENT DESCRIPTION