

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4519076

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	GRANT OF SECURITY INTEREST IN PATENT RIGHTS
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LAUREATE EDUCATION, INC.	07/25/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CITIBANK, N.A., AS COLLATERAL AGENT
<b>Street Address:</b>	390 GREENWICH STREET
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10013
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	9342990
Application Number:	14476033
Application Number:	14086695
Application Number:	13964808
Application Number:	13956167
Patent Number:	9536436
Application Number:	14145342
Application Number:	15052179
Application Number:	13956219
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)455-2502
<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>Phone:</b>	(212) 455-3346
<b>Email:</b>	ksolomon@stblaw.com
<b>Correspondent Name:</b>	MELANIE JOLSON, ESQ.
<b>Address Line 1:</b>	SIMPSON THACHER & BARTLETT LLP
<b>Address Line 2:</b>	425 LEXINGTON AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10017
<b>ATTORNEY DOCKET NUMBER:</b>	001317/0004
<b>NAME OF SUBMITTER:</b>	MELANIE JOLSON

PATENT

<b>SIGNATURE:</b>	/mj/
<b>DATE SIGNED:</b>	07/25/2017
<b>Total Attachments: 5</b> source=Laureate Education Patent Grant#page1.tif source=Laureate Education Patent Grant#page2.tif source=Laureate Education Patent Grant#page3.tif source=Laureate Education Patent Grant#page4.tif source=Laureate Education Patent Grant#page5.tif	

**GRANT OF  
SECURITY INTEREST IN PATENT RIGHTS**

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of July 25, 2017 is made by LAUREATE EDUCATION, INC. ("Borrower"), in favor of CITIBANK, N.A., as Collateral Agent (the "Agent") for the benefit of the Secured Parties (as defined in the Security Agreement, as defined below) for the several banks and other financial institutions (the "Lenders"), parties to the Second Amended and Restated Credit Agreement, dated as of April 26, 2017 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, and CITIBANK, N.A., as Administrative Agent and the Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, certain subsidiaries of the Borrower and Agent have executed and delivered an Amended and Restated Security Agreement, dated as of April 26, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower grants to the Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in (the "Security Interest"), all of its right, title and interest in, to and under the following (the "Patent Collateral"):

- 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, 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.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent, for the ratable benefit of the Secured Parties, with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally blank; signatures on following pages]*

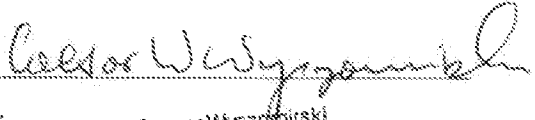
LAUREATE EDUCATION, INC.

BY: 

Name: Robert W. Zentz

Title: SVP, General Counsel and  
Secretary

CITIBANK, N.A.  
as Collateral Agent for the Lenders

BY:   
Name: Caesar Wyszomirski  
Title: Director

**SCHEDULE A**  
**PATENTS/ PATENT APPLICATIONS**

<b>Title</b>	<b>App. No./ Reg. No.</b>
Learning system and method that prevents communication of unauthorized content during a learning session	9342990
System and method for interfacing with students portfolios	14/476033
Facial expression recognition in educational learning systems	14/086695
Virtual training system	13/964808
Learning system and method that displays activity streams based on student contacts	13/956167
Learning system and method that communicates messages amongst geographically dispersed students based on region profiles	9536436
Collaborative quality assurance system and method	14/145342
Methods and systems for processing education-based data using calendar tool	15/052179
System and method for calendaring actual dates for learning activities based on a referenced calendar	13/956219