

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6859201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF RIGHTS AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAUREATE EDUCATION, INC.	08/10/2021
RECEIVING PARTY DATA	
Name:	WALDEN UNIVERSITY, LLC
Street Address:	7065 SAMUEL MORSE DR.
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21046
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8532561
CORRESPONDENCE DATA	
Fax Number:	(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>	
Phone:	(212)455-3762
Email:	ksolomon@stblaw.com
Correspondent Name:	ALYSHA SEKHON, ESQ.
Address Line 1:	SIMPSON THACHER & BARTLETT LLP
Address Line 2:	425 LEXINGTON AVENUE
Address Line 4:	NEW YORK, NEW YORK 10017
ATTORNEY DOCKET NUMBER:	052538/0015
NAME OF SUBMITTER:	ALYSHA SEKHON
SIGNATURE:	/AS/
DATE SIGNED:	08/11/2021
Total Attachments: 11	
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ASSIGNMENT OF RIGHTS AGREEMENT

THIS ASSIGNMENT OF RIGHTS AGREEMENT (this "Agreement"), is made and entered into as of the 10th day of August, 2021, by and between LAUREATE EDUCATION, INC., a Delaware public benefit corporation having its principal office at 650 South Exeter Street, Baltimore, MD 21202 ("Assignor"), and Walden University, LLC, a Florida limited liability company having its principal office at 7065 Samuel Morse Dr., Columbia, MD 21046 ("Assignee").

Reference is hereby made to that certain that Membership Interest Purchase Agreement, as may be amended from time to time, (the "MIPA"), dated as of September 11, 2020, by and between Assignor and Adtalem Global Education Inc., a Delaware corporation. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the MIPA.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to any and all Intellectual Property registrations and applications (i) for which Assignor or its Affiliates (other than the Company Group) are the owner of record at the applicable Governmental Authority and (ii) that are exclusively or primarily used or held for use in connection with the Business, including the registrations and applications set forth on Attachment A hereto (the "Assets"); and

WHEREAS, Assignee desires to accept such assignment;

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Article 1

TRANSFER AND ASSIGNMENT

1.1 Conveyance of Rights. Assignor hereby transfers, grants, conveys, assigns and relinquishes exclusively to Assignee all of Assignor's right, title, and interest in and to the Assets, in perpetuity (or for the longest period of time otherwise permitted by law), including the following properties.

1.1.1 All right, title, interest, and benefit (including, under the patent laws, to make, use, offer to sell, sell, or import; under the copyright laws, to reproduce, prepare derivative works, modifications or variations of, distribute, perform, or display; and, under trade secret laws, to use or disclose) of Assignor in and to all United States and foreign patents and patent applications, patent license rights, patentable inventions, trade secrets, trademarks, service marks, trade names (including, in the case of trademarks, service marks and trade names, the goodwill of the business symbolized by said marks and names, the right of Assignor to conduct business under said marks and names, and the right to sue and to collect damages for past infringements of said patents, marks and names), and all other intellectual property rights owned or claimed by Assignor embodied in the Assets.

- 1.1.2 All right, title, interest, and benefit of Assignor to any past, present or future claims or causes of action regarding the infringement of or other matters relating to the Assets.
 - 1.1.3 All right, title, interest, and benefit of Assignor to any existing licenses or related to the Assets, and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to the Assets, and in and to all causes of action, either in law or in equity, for past, present, or future infringement based on the Assets, and in and to all rights corresponding to the foregoing throughout the world.
 - 1.2 Further Assurances. Assignor shall execute and deliver, at Assignor's sole expense, conveyance instruments, and take further actions, as may be necessary or desirable to evidence the transfer of ownership of all Assets to Assignee, or the original ownership of all the Assets on the part of Assignee, to the fullest extent possible. Assignor therefore agrees to:
 - 1.2.1 Execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assets, to the applicable Governmental Authority, third party or Assignee, as directed by Assignee;
 - 1.2.2 Provide testimony and documentation (as may be requested by Assignee) in connection with any suits or proceedings affecting the right, title, interest, or benefit of Assignee and to the Assets;
 - 1.2.3 Provide testimony and documentation (as may be requested by Assignee) in connection with any suits or proceedings brought by Assignee to enforce or defend Assignee's rights in the Assets; and
 - 1.2.4 Perform any other acts deemed necessary to carry out the intent of this Agreement.
 - 1.3 Acknowledgment of Rights. In furtherance of this Agreement, Assignor hereby acknowledges that, from this date forward, Assignee has succeeded to all of Assignor's right, title, and standing to:
 - 1.3.1 Receive all rights and benefits pertaining to the Assets;
 - 1.3.2 Institute and prosecute all suits and proceedings and take all actions that Assignee, in its sole discretion and at its expense, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assets, past, present and future; and

- 1.3.3 Defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion and at its sole expense, deems advisable.
- 1.4 With respect to copyrights assigned under this Agreement, Assignor hereby irrevocably waives in favor of Assignee, to the extent permitted by applicable law, any and all claims Assignor may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to all works of authorship to which the assigned copyrights apply.
- 1.5 Power of Attorney. To effectuate the terms of this Article 1, and without limiting Assignor's obligations under the MIPA (including, for clarity, Section 5.07 therein), Assignor hereby names and irrevocably constitutes and appoints Assignee, with the full power of substitution therein, as Assignor's rule and lawful attorney-in-fact to exercise the rights assigned hereby.

Article 2

REPRESENTATIONS AND WARRANTIES

- 2.1 Assignor and Assignee agree that (i) any and all representations and warranties relating to the Assets are set forth in the MIPA, and no additional representations or warranties, express or implied, are given in this Agreement, and (ii) Assignor's obligations in Section 1.2 and Section 1.5 herein shall not exceed the obligations outlined in Section 5.07 of the MIPA or such other obligations related to the Pre-Closing IP Transfer set forth in the MIPA.

Article 3

MISCELLANEOUS

- 3.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.
- 3.2 This Agreement shall be governed by, and construed in accordance with, Maryland law.
- 3.3 This Agreement, subject to and without limiting any other Ancillary Documents and the MIPA, merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

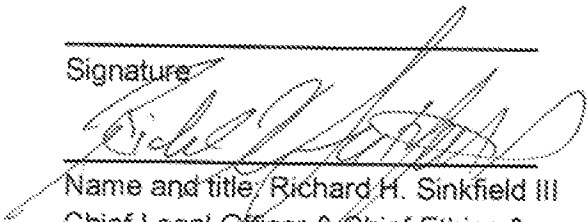
[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Laureate Education, Inc.

Walden University, LLC

Signature


Name and title: Richard H. Sinkfield III
Chief Legal Officer & Chief Ethics &
Compliance Officer

Date: August 10, 2021

Signature

Name and title: Paula Singer
Chief Executive Officer

Date: August 10, 2021

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Laureate Education, Inc.

Walden University, LLC

Signature

Paula Singer

Signature

Name and title: Richard H. Sinkfield III
Chief Legal Officer & Chief Ethics &
Compliance Officer

Name and title: Paula Singer
Chief Executive Officer

Date: August 10, 2021

Date: August 10, 2021

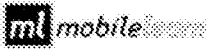
Attachment A

Copyright Registrations

Title	Reg. No.	Reg. Date	Copyright Claimant
Algebra : grades 6-8.	PA0001367187	04/10/2007	Laureate Education, Inc.
Algebra : grades K-5.	PA0001367183	04/10/2007	Laureate Education, Inc.
Classroom Management to Promote Student Learning.	PA0001592704	02/11/2008	Laureate Education, Inc.
Collaborative action research : EDUC 6620.	PA0001367171	04/10/2007	Laureate Education, Inc.
Data analysis and probability : grades 6-8.	PA0001367188	04/10/2007	Laureate Education, Inc.
Designing curriculum and instruction with the learner in mind.	PA0001373312	05/09/2007	Laureate Education, Inc.
Designing curriculum, instruction, and assessment : pt. 2.	PA0001367180	04/10/2007	Laureate Education, Inc.
Effective teaching using learning styles and multiple intelligences.	PA0001367172	04/10/2007	Laureate Education, Inc.
Elementary mathematics : data analysis and probability : grades K-5.	PA0001367184	04/10/2007	Laureate Education, Inc.
Elementary mathematics : geometry and measurement ; grades K-5.	PA0001367182	04/10/2007	Laureate Education, Inc.
Elementary mathematics : number and operations ; grades K-5.	PA0001367181	04/10/2007	Laureate Education, Inc.
Foundations of reading and literacy.	PA0001367175	04/10/2007	Laureate Education, Inc.
Geometry and measurement : grades 6-8.	PA0001367186	04/10/2007	Laureate Education, Inc.
Habits of mind : thinking skills to promote self-directed learning.	PA0001367170	04/10/2007	Laureate Education, Inc.
Instructional models and strategies.	PA0001367174	04/10/2007	Laureate Education, Inc.
Literacy and Learning in the Information Age.	PA0001659249	02/11/2008	Laureate Education, Inc.
Math : teaching for understanding (K-6)	PA0001373307	05/09/2007	Laureate Education, Inc.
Number and operations : grades 6-8.	PA0001367185	04/10/2007	Laureate Education, Inc.
Planning and managing the classroom literacy program.	PA0001367179	04/10/2007	Laureate Education, Inc.
Strategies for literacy instruction : pt. 1.	PA0001367176	04/10/2007	Laureate Education, Inc.
Strategies for literacy instruction : pt. 2.	PA0001367177	04/10/2007	Laureate Education, Inc.

Title	Reg. No.	Reg. Date	Copyright Claimant
Supporting the struggling reader.	PA0001367178	04/10/2007	Laureate Education, Inc.
Teaching reading in the elementary grades.	PA0001373297	05/09/2007	Laureate Education, Inc.
Designing Curriculum, Instruction and Assessment for Students with Special Needs	PA0001592703	02/11/2008	Laureate Education, Inc.
Designing Curriculum, Instruction, and Assessment : pt. 1.	PA0001367790	04/10/2007	Laureate Education, Inc.
Instructional models and strategies	PA0001367174	04/10/2007	Laureate Education, Inc.

Trademark Applications & Registrations

Trademark	Country	Registered Owner (as of the date hereof)	Appln. No.	Reg. No.	Appln. Date	Reg. Date	Status
A HIGHER DEGREE. A HIGHER PURPOSE	United States of America	Laureate Education, Inc.	77/711637	3794627	4/10/2009	5/25/2010	Registered
A HIGHER DEGREE. A HIGHER PURPOSE.	United States of America	Laureate Education, Inc.	86/928126	5154202	3/3/2016	3/7/2017	Registered
A HIGHER DEGREE. A HIGHER PURPOSE. (Child)	United States of America	Laureate Education, Inc.	76/978725	3379092	10/14/2004	2/5/2008	Registered
 m mobile	Canada	Laureate Education, Inc.	1475442	TMA880577	4/1/2010	6/20/2014	Registered
MOBILELEARN	Canada	Laureate Education, Inc.	1475435	TMA840,271	4/1/2010	1/15/2013	Registered
MOBILELEARN	United States of America	Laureate Education, Inc.	85/317952	4224069	5/11/2011	10/16/2012	Registered
MOBILELEARN	United States of America	Laureate Education, Inc.	77/838362	3953159	9/30/2009	5/3/2011	Registered
MYDR	Ecuador	Laureate Education, Inc.	20145740	2015TI004119	6/19/2014	7/11/2015	Registered
THE HIGH-PERFORMING TEACHER	United States of America	Laureate Education, Inc.	74/424700	1854915	8/13/1993	9/20/1994	Registered
VFE	United States of America	Laureate Education, Inc.	86/446641	4830242	11/6/2014	10/13/2015	Registered

Patents

Title	Country	Reg. No.	Reg. Date	Registered Owner (as of the date hereof)
VIRTUAL TRAINING SYSTEM	United States of America	8532561	09/10/2013	Laureate Education, Inc.

Domain Names

canter.net	cantercatalog.com	cantercatalog.net
cantercatalogs.com	cantercatalogs.net	canteronline.com
considerwalden.com	degree4teachers.us	degreeforteacher.org
degrees4nurses.com	degrees4nurses.net	degrees4teachers.com
degrees4teachers.net	degreesatwalden.com	degreesatwalden.net
degreesatwalden.org	degreesforteacher.us	degreesforteachers.com
degreesfourteacher.us	educationprofessional.com	educationprofessional.net
educationprofessional.org	emallatwaldenu.com	followmywhy.com
followmywhy.org	followyourwaldenwhy.com	followyourwaldenwhy.org
followyourwhy.com	followyourwhy.org	hlrcjournal.com
masterforteacher.us	mastersforteachers.com	mastersforteachers.net
mastersforteachers.us	mywaldenalumni.com	mywaldenuwhy.com
mywaldenuwhy.org	mywaldenwhy.com	mywaldenwhy.org
shareyourwhy.org	tempo.college	tempolearning.college
tempolearning.com	tempolearning.net	vantagewaldencourses.com
visitoratwaldenu.com	walden-elearning.com	walden-elearning.net
walden-elearning.org	walden.college	waldenconferences.com
waldenconnected.com	waldendegreesonline.com	waldendegreesonline.net
waldendegreesonline.org	waldenelearning.com	waldenelearning.net
waldenelearning.org	waldenfacts.com	waldenfacts.info
waldenfacts.net	waldenfacts.org	waldenforums.com
waldengear.com	waldengraduate.com	waldengraduate.net
waldengraduate.org	waldengraduatedegrees.com	waldengraduatedegrees.net
waldengraduatedegrees.org	waldeninstitute.com	waldenlibrarynews.com
waldennursing.com	waldenproud.com	waldenproud.net
waldenproud.org	waldenscholarship.com	waldenscholarships.com
waldensessions.com	waldensocialwork.com	waldenstories.com
waldensuccess.com	waldenthinkup.com	waldenturns50.com
waldenu.college	waldenu.com	waldenu.edu
waldenu.mobi	waldenulibrary.org	waldenuiv.com
waldenuiv.net	waldenuiv.org	waldenuiversity.com
waldenuiversitydegrees.com	waldenuiversitydegrees.net	waldenuiversitydegrees.org
waldenuiversityfacts.com	waldenuiversityfacts.info	waldenuiversityfacts.net
waldenuiversityfacts.org	waldenuiversitynow.com	waldenunursing.com
waldenuonline.com	waldenuonline.net	waldenuonline.org
waldenuwhy.com	waldenuwhy.org	whatsmywaldenwhy.com
whatsmywaldenwhy.org	whereiswalden.com	whywaldenu.com
whywaldenu.org		

Primary Social Identifiers

Facebook: <https://www.facebook.com/waldenu/>

Twitter: https://twitter.com/WaldenU?ref_src=twsrc%5Egoogle%7Ctwcamp%5Eserp%7Ctwgr%5Eauthor

Instagram: <https://www.instagram.com/waldenuniversity/?hl=en>

YouTube: <https://www.youtube.com/user/WaldenUniversity>

LinkedIn: <https://www.linkedin.com/school/walden-university/>