

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canter and Associates, LLC (d/b/a Canter & Associates, Inc.)		08/17/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	1 New York Plaza
Internal Address:	42nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3187761	ALLOCATING RESOURCES STRATEGICALLY AND STRUCTURING THE ORGANIZATION FOR LEARNING
Registration Number:	1123876	ASSERTIVE DISCIPLINE
Registration Number:	2154187	CANTER
Registration Number:	3197110	COLLABORATING WITH FAMILIES AND COMMUNITIES FOR STUDENT SUCCESS
Registration Number:	2713119	COURSEPLUS
Registration Number:	2296345	DEVELOPING LIFELONG LEARNERS
Registration Number:	2652794	HELPING STUDENTS BECOME SELF-DIRECTED LEARNERS
Registration Number:	1414525	HOMEWORK WITHOUT TEARS
Registration Number:	3197109	IMPLEMENTING CONTINUOUS SCHOOL IMPROVEMENT
Registration Number:	2526291	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
		INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE TRADEMARK

OP \$515.00 3187761

Registration Number:	2541815	REGULAR CLASSROOM
Registration Number:	2374021	LEARNING DIFFERENCES: EFFECTIVE TEACHING WITH LEARNING STYLES AND MULTIPLE INTELLIGENCES
Registration Number:	3039323	LEE CANTER'S ASSERTIVE DISCIPLINE
Registration Number:	3052341	LEE CANTER'S ASSERTIVE DISCIPLINE TEACHER'S PLAN BOOK PLUS
Registration Number:	3033621	LEE CANTER'S HOMEWORK WITHOUT TEARS
Registration Number:	2991439	LEE CANTER'S PARENTS ON YOUR SIDE
Registration Number:	2728363	PROFESSIONAL TEACHER.COM
Registration Number:	2739783	SUPPORTING THE STRUGGLING READER
Registration Number:	1854915	THE HIGH-PERFORMING TEACHER
Registration Number:	3004853	USING DATA TO STRENGTHEN SCHOOLS

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0789
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	09/16/2007

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **Trademark Security Agreement** (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, this "Agreement"), dated as of August 17, 2007, is entered into by **Laureate Education, Inc.** and **Canter and Associates, LLC** (d/b/a Canter & Associates, Inc.) (each, a "Grantor," collectively, "Grantors") in favor of **Goldman Sachs Credit Partners L.P.**, as Collateral Agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WHEREAS, the lenders or other financial institutions or entities party thereto from time to time, Collateral Agent, and certain other parties as named therein have entered into that certain Credit Agreement, dated as of August 17, 2007 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement");

WHEREAS, it is a condition under the Credit Agreement that the Grantors shall have executed and delivered that certain Security Agreement, dated as of August 17, 2007, in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, 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 now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, 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:

(a) all of the following now owned or hereafter acquired by such Grantor: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I hereto (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, and (iv) 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, dilution or other impairment thereof, including the right to receive all Proceeds therefrom, provided, however, that the foregoing shall not include any "intent-to-use" application prior to the filing of and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto to the extent, if any, that solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such "intent-to-use" application under applicable federal law.

SECTION 3. Security Agreement. The security interest granted hereby is granted in connection with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. 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 control.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

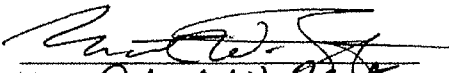
SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

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

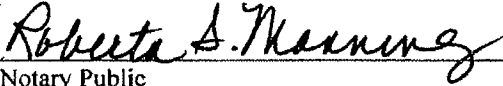
LAUREATE EDUCATION, INC.

By: 
Name: Robert W. Gentry
Title: Sr. V.P. + General Counsel

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland
COUNTY OF Carroll ss.

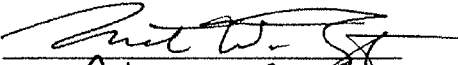
On this 29 day of August, 2007 before me personally appeared Robert Gentry and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

ROBERTA S. MANNING
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 1, 2008

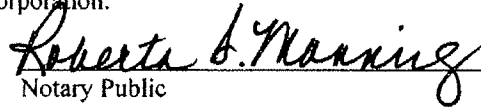
CANTER AND ASSOCIATES, LLC
(d/b/a Canter & Associates, Inc.)

By: 
Name: Robert W. Zeddy
Title: S.V.P. + General Counsel

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland
COUNTY OF Carroll ss.

On this 29 day of August, 2007 before me personally appeared Robert Zeddy and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

{seal}

ROBERTA S. MANNING
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 1, 2008

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Authorized Signatory

BRUCE H. MENDELSON
AUTHORIZED SIGNATORY

[Laureate Education, Inc. – Trademark Security Agreement]

TRADEMARK
REEL: 003621 FRAME: 0713

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

OWNER	REGISTRATION NUMBER	DESCRIPTION
Canter & Associates, Inc.	3,187,761	ALLOCATING RESOURCES STRATEGICALLY AND STRUCTURING THE ORGANIZATION FOR LEARNING
Canter & Associates, Inc.	1,123,876	ASSERTIVE DISCIPLINE
Canter & Associates, Inc.	2,154,187	CANTER AND DESIGN
Canter & Associates, Inc.	3,197,110	COLLABORATING WITH FAMILIES AND COMMUNITIES FOR STUDENT SUCCESS
Canter & Associates, Inc.	2,713,119	COURSEPLUS
Canter & Associates, Inc.	2,296,345	DEVELOPING LIFELONG LEARNERS
Canter & Associates, Inc.	2,652,794	HELPING STUDENTS BECOME SELF- DIRECTED LEARNERS
Canter & Associates, Inc.	1,414,525	HOMEWORK WITHOUT TEARS
Canter & Associates, Inc.	3,197,109	IMPLEMENTING CONTINUOUS SCHOOL IMPROVEMENT
Canter & Associates, Inc.	2,526,291	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
Canter & Associates, Inc.	2,541,815	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
Canter & Associates, Inc.	2,374,021	LEARNING DIFFERENCES: EFFECTIVE TEACHING WITH LEARNING STYLES AND MULTIPLE INTELLIGENCES
Canter & Associates, Inc.	3,039,323	LEE CANTER'S ASSERTIVE DISCIPLINE
Canter & Associates, Inc.	3,052,341	LEE CANTER'S ASSERTIVE DISCIPLINE TEACHER'S PLAN BOOK PLUS
Canter & Associates, Inc.	3,033,621	LEE CANTER'S HOMEWORK WITHOUT TEARS

Canter & Associates, Inc.	2,991,439	LEE CANTER'S PARENTS ON YOUR SIDE
Canter & Associates, Inc.	2,728,363	PROFESSIONAL TEACHER.COM
Canter & Associates, Inc.	2,739,783	SUPPORTING THE STRUGGLING READER
Canter & Associates, Inc.	1,854,915	THE HIGH-PERFORMING TEACHER
Canter & Associates, Inc.	3,004,853	USING DATA TO STRENGTHEN SCHOOLS
Laureate Education, Inc.	1,508,958	LAUREATE
Laureate Education, Inc.	3,254,073	LAUREATE
Laureate Education, Inc.	3,252,190	LAUREATE INTERNATIONAL UNIVERSITIES
Laureate Education, Inc.	3,265,586	TU MUNDO. PUEDE SER EL MUNDO ENTERO.
Laureate Education, Inc.	2,619,083	WEBED
Laureate Education, Inc.	2,623,217	WEBED AND DESIGN
Laureate Education, Inc.	3,237,838	YOUR WORLD. CAN BE THE WHOLE WORLD.

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	76/615,949	A DEGREE WITH PURPOSE
Laureate Education, Inc.	76/615,929	A HIGHER DEGREE. A HIGHER PURPOSE.
Laureate Education, Inc.	76/618,561	A HIGHER DEGREE FOR A HIGHER PURPOSE
Laureate Education, Inc.	76/615,323	A HIGHER DEGREE OF PURPOSE
Laureate Education, Inc.	77/108,560	A HIGHER DEGREE OF SUCCESS
Laureate Education, Inc.	76/566,476	LAUREATE
Laureate Education, Inc.	76/566,475	LAUREATE INTERNATIONAL UNIVERSITIES
Laureate Education, Inc.	76/617,376	LAUREATE ONLINE EDUCATION
Laureate Education, Inc.	76/612,711	LAUREATE ONLINE INTERNATIONAL
Laureate Education, Inc.	76/620,360	TU MUNDO. PUEDE SER EL MUNDO ENTERO.

Laureate Education, Inc.	78/939,662	VFE
Laureate Education, Inc.	78/939,668	VFE
Laureate Education, Inc.	78/939,646	VIRTUAL FIELD EXPERIENCE
Laureate Education, Inc.	78/939,650	VIRTUAL FIELD EXPERIENCE
Laureate Education, Inc.	76/620,361	YOUR WORLD. CAN BE THE WHOLE WORLD.