

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Walden University, LLC	FORMERLY Walden University, Inc.	04/01/2009	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent		
Street Address:	30 Hudson Street		
Internal Address:	36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3522754	REAL PEOPLE. REAL CHANGE.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)751-4864		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	022411-0789		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

CH \$40.00 3522754

900131122

**TRADEMARK**  
 REEL: 003965 FRAME: 0094

Date:

04/07/2009

**Total Attachments: 5**

source=Walden TM security agreement#page1.tif

source=Walden TM security agreement#page2.tif

source=Walden TM security agreement#page3.tif

source=Walden TM security agreement#page4.tif

source=Walden TM security agreement#page5.tif

## 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 April 1, 2009 is entered into by **Walden University, LLC**, formerly known as Walden University, Inc. (the "Grantor") 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 Grantor and the Collateral Agent are party to that certain Collateral 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 "Collateral Agreement"); and

**WHEREAS**, pursuant to Sections 4.1 of the Collateral Agent, the Grantor is required 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, the Grantor hereby agrees 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 Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor or in which the 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: (i) all service marks, trade names, corporate names, company names, business names, fictitious business names, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, owned by the Grantor, (ii) all registrations thereof, and all applications filed in connection therewith, in each case owned by the Grantor, including registrations and 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, and (iii) all goodwill associated with or symbolized by the foregoing, 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. Collateral 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 Collateral Agreement and is expressly subject to the terms and conditions thereof. The Collateral 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 Collateral Agreement, the terms of the Collateral 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. The 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, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WALDEN UNIVERSITY, LLC

By: Deborah L. Zimic

Name: Deborah L. Zimic

Title: Vice President and Secretary

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland )

COUNTY OF Baltimore )

ss.

On this 6<sup>th</sup> day of April, 2009 before me personally appeared Deborah L. Zimic 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 she 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 she acknowledged said instrument to be the free act and deed of said corporation.

{seal}



Yolanda J. Veale  
Notary Public

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

By: \_\_\_\_\_

Name:

Title:

**John Darmanin**  
**Authorized Signatory**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
  
**TRADEMARK REGISTRATIONS**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Walden University, LLC	3,522,754	REAL PEOPLE. REAL CHANGE.