

TO:LATHAM & WATKINS COMPANY:885 THIRD AVENUE

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.105/05/2009
900133407

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Laureate Education, Inc.		04/24/2008	CORPORATION:
RECEIVING PARTY DATA			
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: Bermuda		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3544020	A HIGHER DEGREE. A HIGHER PURPOSE.	
Registration Number:	3537512	LAUREATE ONLINE EDUCATION	
Registration Number:	3379092	A HIGHER DEGREE. A HIGHER PURPOSE.	
Serial Number:	77604327	KENDALL COLLEGE KENDALL COLLEGE CHICAGO	
Serial Number:	77607819	HELPING STUDENTS BECOME SELF-DIRECTED LEARNERS	
Serial Number:	77435195	MYWALDENSTORY	
Serial Number:	77435194	WALDENSTORIES	
CORRESPONDENCE DATA			
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		

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TO: LATHAM & WATKINS COMPANY: 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
Date:	05/05/2009
Total Attachments: 5 source=Executed_Trademark Security Agreement (April 24 2009)(1527895_1_NY)#page1.tif source=Executed_Trademark Security Agreement (April 24 2009)(1527895_1_NY)#page2.tif source=Executed_Trademark Security Agreement (April 24 2009)(1527895_1_NY)#page3.tif source=Executed_Trademark Security Agreement (April 24 2009)(1527895_1_NY)#page4.tif source=Executed_Trademark Security Agreement (April 24 2009)(1527895_1_NY)#page5.tif	

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Execution Version

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 24, 2009 is entered into by Laureate Education, Inc. and ("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 Collateral Agent are parties to that certain Security 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 "Security Agreement"); and

WHEREAS, pursuant to Section 4.1 of the Security Agreement, 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 Security 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 now owned or hereafter acquired by the 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.

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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. 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]

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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.

LAUREATE EDUCATION, INC.

By: [Signature]
Name: Robert W. Zentz
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
COUNTY OF Carroll) ss.

On this 5 day of May, 2009 before me personally appeared Robert W. Zentz 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.

[Signature]
Notary Public

{seal}

TO: LATHAM & WATKINS COMPANY: 885 THIRD AVENUE

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Collateral Agent

By: _____

Name:

Title:

Douglas Tenney
Authorized Signatory

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	3,544,020	A HIGHER DEGREE. A HIGHER PURPOSE
Laureate Education, Inc.	3,537,512	LAUREATE ONLINE EDUCATION
Laureate Education, Inc.	3,379,092	A HIGHER DEGREE. A HIGHER PURPOSE

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	77/604,327	Kendall College
Laureate Education, Inc.	77/607,819	Helping Students Become Self-Directed Learners
Laureate Education, Inc.	77/435,195	MyWaldenStory
Laureate Education, Inc.	77/435,194	WaldenStories

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