

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walden University, LLC		09/30/2011	LIMITED LIABILITY COMPANY: FLORIDA
<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>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2677433	NATIONAL TECHNOLOGICAL UNIVERSITY	
<b>Registration Number:</b>	1398023	NTU	
<b>Registration Number:</b>	2712892	WALDEN UNIVERSITY	
<b>Registration Number:</b>	3522754	REAL PEOPLE. REAL CHANGE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)751-4864		
<b>Phone:</b>	212-906-1216		
<b>Email:</b>	angela.amaru@lw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Angela M. Amaru c/o Latham & Watkins		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	049133-0002		

**CH \$115.00 2677433**

**900203516**

**TRADEMARK**  
**REEL: 004634 FRAME: 0062**

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/30/2011
<b>Total Attachments: 5</b> source=Walden-Trademark-Security-Agreement#page1.tif source=Walden-Trademark-Security-Agreement#page2.tif source=Walden-Trademark-Security-Agreement#page3.tif source=Walden-Trademark-Security-Agreement#page4.tif source=Walden-Trademark-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 June 16, 2011, is entered into by Walden University, LLC (the "Grantor") in favor of Citibank, N.A., as collateral agent for the Secured Parties (together with any predecessors, 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 Amended and Restated Credit Agreement, dated as of June 16, 2011 (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 Grantor shall have executed and delivered that certain Amended and Restated Collateral Agreement, dated as of June 16, 2011, 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 "Collateral Agreement");

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has 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, 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 Secured Obligations:

(i) all trademarks, 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, (ii) all registrations thereof, and all applications filed in connection therewith, 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, and 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 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WALDEN UNIVERSITY, LLC

By: Deborah Zimic  
Name: DEBORAH L. ZIMIC  
Title: VICE PRESIDENT AND SECRETARY

ACKNOWLEDGMENT OF GRANTOR

STATE OF Massachusetts )  
COUNTY OF Chessex ) ss.

On this 13 day of July, 2011 before me personally appeared Deborah 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 he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Roberta S. Manning  
Notary Public

{seal}

Date 7/13/11

In witness hereof I hereunto set my hand and official Seal

Signature Roberta S. Manning

Roberta S Manning  
Notary Public

My Commission Expires 10/21/2012

CITIBANK, N.A.  
as Collateral Agent

By: Caesar W. Wyganinski  
Name: Caesar W. Wyganinski  
Title: Vice President

[Signature Page to Title IV Trademark Security Agreement]

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

**Registrations Owned by Walden University, LLC:**

<b>APPLICATION NUMBER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
76/372,114	2,677,433	NATIONAL TECHNOLOGICAL UNIVERSITY
73/565,577	1,398,023	NTU (and design)
76/337,936	2,712,892	WALDEN UNIVERSITY
78/980,373	3,522,754	REAL PEOPLE. REAL CHANGE

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