

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		09/30/2011	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	Citibank, N.A.
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

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:	1414525	HOMEWORK WITHOUT TEARS
Registration Number:	3197109	IMPLEMENTING CONTINUOUS SCHOOL IMPROVEMENT
Registration Number:	2526291	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
Registration Number:	2541815	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
Registration Number:	2374021	LEARNING DIFFERENCES: EFFECTIVE TEACHING WITH LEARNING STYLES AND MULTIPLE INTELLIGENCES
Registration Number:	3039323	LEE CANTER'S ASSERTIVE DISCIPLINE

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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:	2739783	SUPPORTING THE STRUGGLING READER
Registration Number:	1854915	THE HIGH-PERFORMING TEACHER
Registration Number:	3004853	USING DATA TO STRENGTHEN SCHOOLS
Registration Number:	1508958	LAUREATE
Registration Number:	3254073	LAUREATE
Registration Number:	3252190	LAUREATE INTERNATIONAL UNIVERSITIES
Registration Number:	3265586	TU MUNDO. PUEDE SER EL MUNDO ENTERO.
Registration Number:	3237838	YOUR WORLD. CAN BE THE WHOLE WORLD.
Serial Number:	76566476	LAUREATE
Serial Number:	76566475	LAUREATE INTERNATIONAL UNIVERSITIES
Serial Number:	76612711	LAUREATE ONLINE INTERNATIONAL
Serial Number:	78939662	VFE
Serial Number:	78939668	VFE

CORRESPONDENCE DATA

Fax Number: (212)751-4864

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Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Angela M. Amaru c/o Latham & Watkins

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ATTORNEY DOCKET NUMBER:	049133-0002
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/30/2011

Total Attachments: 6

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TRADEMARK
REEL: 004634 FRAME: 0256

**ASSIGNMENT OF SECURITY INTEREST IN
TRADEMARK COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of September 30, 2011, is entered into by and between Goldman Sachs Credit Partners L.P. ("Assignor") and Citibank, N.A. ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Security Agreement referred to below.

WHEREAS, pursuant to that certain Security Agreement, dated as of August 17, 2007 (as amended by that certain Second Amendment to Credit Agreement, dated as of June 16, 2011, and as it has been or may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Laureate Education, Inc., a Maryland corporation, and certain of its Subsidiaries (the "Grantors"), and Assignor, Grantors executed and delivered that certain Trademark Security Agreement, dated as of August 17, 2007 (the "Trademark Security Agreement"), pursuant to which each Grantor bargained, sold, conveyed, set over, mortgaged, pledged, hypothecated, transferred, and granted to Assignor, 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 then owned or at any time thereafter acquired by such Grantor or in which such Grantor then had or at any time in the future may acquire any right, title or interest: (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 A hereto, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (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 (collectively, the "Trademark Collateral"), 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;

WHEREAS, Assignor recorded the Trademark Security Agreement with the United States Patent and Trademark Office on September 16, 2007, at Reel 003621, Frame 0707, and at Reel 003621, Frame 0717;

WHEREAS, pursuant to a Resignation and Appointment Agreement, dated as of September 30, 2011, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the liens granted thereunder.


WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, and Assignee hereby assumes, all of Assignor's right,

title and interest in, to and under, the Trademark Collateral and the Trademark Security Agreement, including, without limitation, its lien on and security interest in Grantor's right, title and interest in to and under the Trademark Collateral. The foregoing Assignment is made without recourse, representations or warranties of any kind.

IN WITNESS WHEREOF, Assignor has duly executed this ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL as of the date first above written.

GOLDMAN SACHS CREDIT PARTNERS L.P.
as Assignor

By: 

Name:
Title

Elizabeth Fischer
Authorized Signatory

ACCEPTANCE AND ASSUMPTION

Assignee, as successor Collateral Agent and successor Administrative Agent accepts and assumes the foregoing Assignment.

DATED as of the 30 day of September, 2011.

CITIBANK, N.A.

as Assignee

By: Caesar Wyszemirski
Name: Caesar Wyszemirski
Title: Vice President

[Signature Page to Assignment of Security Interest in Trademark Collateral (Laureate—2007)]

TRADEMARK
REEL: 004634 FRAME: 0261

SCHEDULE A

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.	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.	2,739,783	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.	3,237,838	YOUR WORLD. CAN BE THE WHOLE WORLD.

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	76/566,476	LAUREATE
Laureate Education, Inc.	76/566,475	LAUREATE INTERNATIONAL UNIVERSITIES
Laureate Education, Inc.	76/612,711	LAUREATE ONLINE INTERNATIONAL
Laureate Education, Inc.	78/939,662	VFE
Laureate Education, Inc.	78/939,668	VFE