

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
Walden University, Inc.		08/17/2007	CORPORATION: FLORIDA

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: 5

Property Type	Number	Word Mark
Registration Number:	2728349	AMERICA'S PREMIER ONLINE UNIVERSITY
Registration Number:	2677433	NATIONAL TECHNOLOGICAL UNIVERSITY
Registration Number:	1398023	NTU
Registration Number:	2712892	WALDEN UNIVERSITY
Serial Number:	78840225	REAL PEOPLE. REAL CHANGE.

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

TRADEMARK

900087000

REEL: 003621 FRAME: 0727

OP \$140.00 2728349

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	09/16/2007
Total Attachments: 5 source=Laureate - Walden Trademark Security Agreement#page1.tif source=Laureate - Walden Trademark Security Agreement#page2.tif source=Laureate - Walden Trademark Security Agreement#page3.tif source=Laureate - Walden Trademark Security Agreement#page4.tif source=Laureate - 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 August 17, 2007, is entered into by **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 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 Collateral 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 "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 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, 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 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.

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.

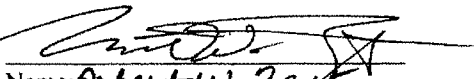
SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

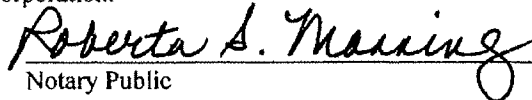
WALDEN UNIVERSITY, INC.

By: 
Name: Robert W. Zentz
Title: Dr. 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 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.


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

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Walden University, Inc.	2,728,349	AMERICA'S PREMIER ONLINE UNIVERSITY
Walden University, Inc.	2,677,433	NATIONAL TECHNOLOGICAL UNIVERSITY
Walden University, Inc.	1,398,023	NTU AND DESIGN
Walden University, Inc.	2,712,892	WALDEN UNIVERSITY

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
Walden University, Inc.	78/840,225	REAL PEOPLE. REAL CHANGE.