

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canter and Associates, LLC		04/04/2007	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Laureate Education, Inc.		
Street Address:	650 S. Exeter Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1854915	THE HIGH-PERFORMING TEACHER	
CORRESPONDENCE DATA			
Fax Number:	(202)344-8300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2023444000		
Email:	rliebowitz@venable.com		
Correspondent Name:	Rebecca Liebowitz		
Address Line 1:	Venable LLP, P.O. Box 34385		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20043		
ATTORNEY DOCKET NUMBER:	29239-150803		
NAME OF SUBMITTER:	Rebecca Liebowitz		
Signature:	/rebecca liebowitz/		
Date:	08/10/2011		

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Total Attachments: 5

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ASSIGNMENT OF RIGHTS AGREEMENT

THIS ASSIGNMENT OF RIGHTS AGREEMENT (the "Agreement"), is made and entered into as of the 4th day of April, 2007, by and between LAUREATE EDUCATION INC., a Maryland corporation having its principal offices at 1001 Fleet Street, Baltimore, MD 21202 ("Laureate"), and CANTER & ASSOCIATES, INC, CANTER & ASSOCIATES, LLC, CANTER EDUCATIONAL PRODUCTIONS, INC., LEE CANTER & ASSOCIATES, INC. (collectively "Assignor").

WHEREAS, Assignor desires to assign to Laureate all of Assignor's right, title, and interest in and to all of the properties, tangible and intangible, that Assignor owns, possesses, or controls and has placed in use, or otherwise contributed to, in certain educational course and their respective course materials (the "Assets"), A listing of the Assets is attached hereto as Attachment "A" and is incorporated herein; and

WHEREAS, Laureate desires to accept such assignment;

NOW THEREFORE, for \$10.00 and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Article 1

TRANSFER AND ASSIGNMENT

- 1.1 Conveyance of Rights. Assignor hereby transfers, grants, conveys, assigns, and relinquishes exclusively to Laureate all of Assignor's right, title, and interest in and to the Assets, in perpetuity (or for the longest period of time otherwise permitted by law), including the following properties.
- 1.1.1 All right, title, interest, and benefit (including, under the patent laws, to make, use, offer to sell, sell, or import; under the copyright laws, to reproduce, prepare derivative works of, distribute, perform, or display; and, under trade secret laws, to use or disclose) of Assignor in and to all United States and foreign patents and patent applications, patent license rights, patentable inventions, trade secrets, trademarks, service marks, trade names (including, in the case of trademarks, service marks and trade names, all goodwill appertaining thereto), copyrights, technology licenses, know-how, confidential information, shop rights, and all other intellectual property rights owned or claimed by Assignor embodied in the Assets.
- 1.1.2 All right, title, interest, and benefit of Assignor and all powers and privileges of Assignor, in, to, and under all technical data, drawings, prototypes, engineering files, system documentation, flow charts, and design specifications acquired or developed by Assignor in connection with the development of the programming, inventions, processes, and apparatus entailed by the Assets.
- 1.1.3 All right, title, interest, and benefit of Assignor to any past, present or future claims or causes of action regarding the infringement of or other matters relating to the Assets.
- 1.1.4 All right, title, interest, and benefit of Assignor to any existing licenses or related to the assets.
- 1.2 Further Assurances. Assignor shall execute and deliver from time to time after the date hereof upon the request of Laureate, without further compensation from Laureate but at Laureate's sole expense, such further conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the transfer of ownership of all the Assets to Laureate, or the original ownership of all the Assets on the part of Laureate, to the fullest extent possible. Assignor therefore agrees to:

- 1.2.1 Execute, acknowledge, and deliver any affidavits or documents of assignment and conveyance regarding the Assets;
 - 1.2.2 Provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of Laureate and to the Assets; and
 - 1.2.3 Perform any other acts deemed necessary to carry out the intent of this Agreement.
- 1.3 Acknowledgment of Rights. In furtherance of this Agreement, Assignor hereby acknowledges that, from this date forward, Laureate has succeeded to all of Assignor's right, title, and standing to:
- 1.3.1 Receive all rights and benefits pertaining to the Assets;
 - 1.3.2 Institute and prosecute all suits and proceedings and take all actions that Laureate, in its sole discretion and at its expense, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assets, past, present and future; and
 - 1.3.3 Defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Laureate, in its sole discretion and at its sole expense, deems advisable.
- 1.4 Return of Materials. Upon termination of Assignor's work with Laureate relating to the Assets, Assignor shall immediately surrender to Laureate all materials and work product in Assignor's possession or within Assignor's control (including all copies thereof) relating in any way to the Assets.
- 1.5 Power of Attorney. To effectuate the terms of this Article 1, Assignor hereby names and irrevocably constitutes and appoints Laureate, with the full power of substitution therein, as Assignor's true and lawful attorney-in-fact to exercise the rights assigned hereby.

Article 2

REPRESENTATIONS AND WARRANTIES

- 2.1 Assignor represents and warrants that no consents of any other parties are necessary or appropriate under any agreements concerning any of the Assets in order for the transfer and assignment of any of the Assets under this Agreement to be legally effective.
- 2.2 Assignor represents and warrants that, to the best of Assignor's knowledge, upon consummation of this Agreement, Laureate shall have good and marketable title to the Assets, free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, or charges of any nature whatsoever.

Article 3

MISCELLANEOUS

- 3.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.
- 3.2 This Agreement shall be governed by, and construed in accordance with, Maryland law.

3.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

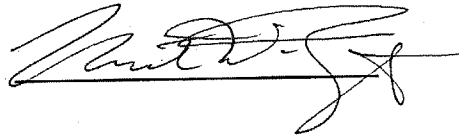
Canter & Associates, LLC

Canter & Associates, Inc.

Lee Canter & Associates, Inc.

Canter Educational Productions, Inc.

Laureate Education, Inc.



3.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Canter & Associates, LLC

Laureate Education, Inc.

Paul R. Luger

Canter & Associates, Inc.

Paul R. Luger

Lee Canter & Associates, Inc.

Paul R. Luger

Canter Educational Productions, Inc.

Paul R. Luger

Attachment A

EDUC 6610 Teacher As Professional
EDUC 6615 Effective Teaching Using Learning Styles and Multiple Intelligences
EDU 6620 Collaborative Action Research
EDUC 6625 Habits of Mind: Thinking Skills to Promote Self-Directed Learning
EDUC 6630 Instructional Models and Strategies (Lee Canter & Associates, Inc.)
EDUC 6641 Foundation of Reading and Literacy Development
EDUC 6642 Strategies for Literacy Instruction, Part I
EDUC 6643 Strategies for Literacy Instruction, Part II
EDUC 6644 Supporting the Struggling Reader
EDUC 6645 Planning and Managing the Classroom Literacy Program
EDUC 6671 Designing Curriculum, Instruction, and Assessment, Part I
EDUC 6672 Designing Curriculum, Instruction, and Assessment, Part II
EDU 663 High Performing Teacher
EDU 594 Learning Styles/Multiple Intelligences (Canter Educational Productions, Inc.)
EDU 667 Motivating Today's Learner (Canter Educational Productions, Inc.)
EDU 616 Integrating the Internet in the K-12 Curriculum
EDU 611 Meeting Curriculum Standards for all Learners
EDU 612 Designing Assessment for All Learners
EDU 690 Collaborative Action Research (Canter Educational Productions, Inc.)
EDU 591 Effective Classroom Management
EDU 595 Models of Effective Teaching (Canter Educational Productions, Inc.)
EDU 660 Parents on Your Side (Canter Educational Productions, Inc.)
EDU 550 High Performing Teacher
EDU 557 Foundations of Reading and Literacy
EDU 563 Designing Curriculum, Instruction and Assessment, Part I
EDU 565 Strategies for Literacy Instruction, Part I
EDU 569 Strategies for Literacy Instruction, Part II
EDU 560 Collaborative Action Research, Part I
EDU 566 Collaborative Action Research, Part II
EDU 574 Designing Curriculum, Instruction and Assessment, Part II
EDU 575 Supporting the Struggling Reader
EDU 572 Collaborative Action Research, Part III
EDU 576 Planning and Managing the Classroom Literacy Program
Designing Curriculum and Instruction with the Learner in Mind
Teaching Reading in the Elementary Grades