

## 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:	10022		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2677433	NATIONAL TECHNOLOGICAL UNIVERSITY	
Registration Number:	1398023	NTU	
Registration Number:	2712892	WALDEN UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
Phone:	212-906-1216		
Email:	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>			
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049133-0002		
		TRADEMARK	

900203538

REEL: 004634 FRAME: 0268

CH \$90.00 2677433

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	09/30/2011
<b>Total Attachments: 5</b> source=TM Assignment-of-Security-Walden-2007 (2)#page1.tif source=TM Assignment-of-Security-Walden-2007 (2)#page2.tif source=TM Assignment-of-Security-Walden-2007 (2)#page3.tif source=TM Assignment-of-Security-Walden-2007 (2)#page4.tif source=TM Assignment-of-Security-Walden-2007 (2)#page5.tif	

**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 Collateral Agreement referred to below.

WHEREAS, pursuant to that certain Collateral Agreement, dated as of August 17, 2007 (as amended and restated by that certain Amended and Restated Collateral Agreement, dated as of June 16, 2011, and as it has or may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Collateral Agreement") among Walden University, Inc. (the "Grantor") and Assignor, Grantor executed and delivered the Trademark Security Agreement, dated as of August 17, 2007 (the "Trademark Security Agreement"), pursuant to which Grantor bargained, sold, conveyed, assigned, set over, mortgaged, hypothecated, transferred, and granted to the 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 the following property then owned or at any time thereafter acquired by the Grantor or in which the 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, then existing or thereafter 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 with 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 (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 0727;

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 Collateral 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 in 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 Wyżomirski  
Name: Caesar Wyżomirski  
Title: Vice president

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
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:

None.