

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		08/12/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Laureate Education, Inc.		
Street Address:	650 S. Exeter Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1854915	THE HIGH-PERFORMING TEACHER	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Connecticut Ave., NW, Suite 712		
Address Line 2:	COGENY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1452077 Citi Release 3		
NAME OF SUBMITTER:	Jenny Lim		
SIGNATURE:	/Jenny Lim/		
DATE SIGNED:	08/13/2021		
Total Attachments: 4			
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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

This PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of August 12, 2021 (the “Effective Date”), is made by Citibank, N.A. (“Citibank”) in favor of Laureate Education, Inc. (as successor in interest to Canter and Associates, LLC) (the “Grantor”).

WHEREAS, the Grantor and Goldman Sachs Credit Partners L.P. (“Goldman Sachs”) are parties to that certain Security Agreement, dated as of August 17, 2007, in favor of Goldman Sachs (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the “Security Agreement”), pursuant to which, the Grantor executed and delivered that certain Trademark Security Agreement, dated as of August 17, 2007 (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor bargained, sold, conveyed, assigned, set over, mortgaged, pledged, hypothecated and transferred to Goldman Sachs, for the ratable benefit of the Secured Parties, and granted to Goldman Sachs, for the ratable benefit of the Secured Parties, a lien on and security interest in, all of the Grantor’s right, title and interest in, to and under all of 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 thereafter acquired 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:

- (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 (“USPTO”) 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; (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 (the items listed in clauses (i)-(iv), collectively, the “Trademark Collateral”); provided, however, that the foregoing shall not include any “intent-to-use” application prior to the filing of and acceptance by the USPTO of a “Statement of Use” or “Amendment to Allege Use” with respect thereto and 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;

WHEREAS, the Trademark Security Agreement was recorded at the USPTO on September 16, 2007 at Reel/Frame 3621/0707;

WHEREAS, Goldman Sachs subsequently assigned to Citibank, and Citibank assumed, all of Goldman Sachs’ right, title and interest in, to and under the Trademark Collateral and the Trademark Security Agreement, recorded at the USPTO on September 30, 2011 at Reel/Frame 4634/0255; and

WHEREAS, the Grantor has requested that Citibank release, and Citibank has agreed to release, its lien on and security interest in certain of the Trademark Collateral and reassign any and all rights in the same to the Grantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Citibank hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. Citibank hereby releases, discharges, terminates and cancels its lien on and all of its security interest in, to and under the Trademark Collateral set forth on Schedule A hereto (the “Released Collateral”) arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that Citibank has acquired any right, title or interest in, to or under the Released Collateral, Citibank hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

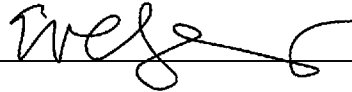
3. Further Assurances. Citibank agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, to more fully and effectively effectuate the purposes of this Release. Citibank hereby authorizes and requests that the Commissioner for Trademarks of the USPTO record this Release.

4. Governing Law. This Release and any dispute, claim or controversy arising out of or relating to this Release (whether arising in contract, tort or otherwise) shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to conflicts of law rules that would result in the application of a different governing laws.

5. Electronic Signature. Delivery of an executed signature page of this letter by facsimile or other electronic transmission (e.g. “pdf” or “tif” format) shall be effective as delivery of a manually executed counterpart hereof. For purposes hereof, the words “execution,” “execute,” “executed,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transaction Act.

IN WITNESS WHEREOF, Citibank has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIBANK, N.A.

By:  _____

Name: Evelyn Cheng

Title: Vice President

Trademark Registrations:

OWNER	TRADEMARK	REGISTRATION NUMBER	APPLICATION NUMBER
Laureate Education, Inc.	THE HIGH-PERFORMING TEACHER	1854915	74/424700