

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848522

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest in Trademark Collateral recorded at R/F 6113/0677		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citibank, N.A.		10/24/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Bank USA		
<b>Street Address:</b>	200 West Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5362816	ONEFACULTY BY LAUREATE	
<b>Registration Number:</b>	4520556	L	
<b>Registration Number:</b>	4376552	L	
<b>Registration Number:</b>	5445976	WE'RE THERE FOR YOU	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127514864		
<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>			
<b>Phone:</b>	2129061216		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Angela M. Amaru		
<b>Address Line 1:</b>	1271 Avenue of the Americas		
<b>Address Line 4:</b>	New York, NEW YORK 10020		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-1372		
<b>NAME OF SUBMITTER:</b>	Angela M. Amaru		
<b>SIGNATURE:</b>	/s/Angela M. Amaru		
<b>DATE SIGNED:</b>	10/25/2023		
<b>Total Attachments: 4</b>			

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**ASSIGNMENT OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this "Assignment"), dated as of October 24, 2023, is entered into by and between CITIBANK, N.A. ("Assignor") and GOLDMAN SACHS BANK USA ("Assignee"). All capitalized terms used herein and not otherwise defined shall have the respective meanings given to such terms in the Trademark Security Agreement referred to below, whether defined therein or by reference to another agreement.

WHEREAS, pursuant to that certain Amended and Restated Security Agreement, dated as of April 26, 2017 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Laureate Education, Inc., a Delaware public benefit corporation ("Grantor"), certain of its Subsidiaries, and Assignor, Grantor executed and delivered that certain Grant of Security Interest in Trademark Rights, dated as of July 25, 2017 (the "Trademark Security Agreement"), which was recorded in the United States Patent and Trademark Office ("USPTO") on July 25, 2017 at Reel/Frame 6113/0677;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor granted to Assignor, for the ratable benefit of the Secured Parties, a lien on and security interest in (the "Security Interest") all of its right, title and interest in, to and under the Trademark Collateral, including the registrations and applications listed on Schedule A hereto;

WHEREAS, pursuant to that certain Successor Agent Appointment and Agency Transfer Agreement, dated as of October 24, 2023, Assignor assigned to Assignee, and Assignee assumed, all of Assignor's right and obligations under the Security Agreement and the Trademark Security Agreement and the Security Interest granted thereunder; and

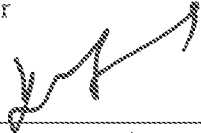
WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the USPTO.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee, without recourse, warranty or representation, express or implied, statutory or otherwise, 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, the Security Interest in the Trademark Collateral (to the extent not previously released).

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

CITIBANK, N.A.  
as Assignor


By:   
Name: VARAN KAPOOR  
Title: VICE PRESIDENT

**ACCEPTANCE AND ASSUMPTION**

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



DATED as of October 24, 2023.

**GOLDMAN SACHS BANK USA**  
as Assignee

By:  \_\_\_\_\_  
Name: Maria Riaz  
Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Application Number/Registration Number	Application Date/Registration Date	Owner
ONEFACULTY BY LAUREATE	5362816	12/26/2017	Laureate Education, Inc.
L 	4520556	4/29/2014	Laureate Education, Inc.
L 	4376552	7/30/2013	Laureate Education, Inc.
WE'RE THERE FOR YOU	5445976	4/17/2018	Laureate Education, Inc.