TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM848533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral		

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citibank, N.A.		10/24/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Goldman Sachs Bank USA	
Street Address:	200 West Street	
City:	New York	
State/Country:	NEW YORK	
Postal Code: 10282		
Entity Type:	Bank: UNITED STATES	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	6154252	SUMADI	

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061216

Email: angela.amaru@lw.com

Latham & Watkins LLP c/o Angela M. Amaru **Correspondent Name:**

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	022411-1372
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	10/25/2023

Total Attachments: 4

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> TRADEMARK REEL: 008238 FRAME: 0104

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 October 7, 2019 (the "Trademark Security Agreement"), which was submitted to the United States Patent and Trademark Office ("USPTO") on October 22, 2023 but has not yet been recorded;

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

Name: KARAN KAROOK

Title:

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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

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SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

	Trademark	Application Number Application Date	Registration Number Registration Date	Status	Owner
1.	SUMADI	88315378	6154252	Registered	Laureate Education, Inc.
	SUMADI	25-FEB-2019	15-SEP-2020		

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RECORDED: 10/25/2023

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