

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM848535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademark Collateral recorded at R/F 4020/0515		
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:	3537512	LAUREATE ONLINE EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
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: 5			
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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 Security Agreement, dated as of August 17, 2007 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement") among Laureate Education, Inc. (the "Grantor"), a Delaware corporation, and certain of its Subsidiaries, and Goldman Sachs Credit Partners L.P. (the "Original Agent"), Grantor executed and delivered that certain Trademark Security Agreement, dated as of April 24, 2009 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office ("USPTO") on May 5, 2009 at Reel/Frame 4020/0515;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Grantor bargained, sold, conveyed, set over, mortgaged, pledged, hypothecated, transferred, and granted to the Original Agent, 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 all of the following property then owned or at any time thereafter acquired by such Grantor or in which such 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, 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 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 including those listed on Schedule A hereto, (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; but excluding "intent-to-use" applications to the extent set forth therein (collectively, and to the extent not previously released, 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, pursuant to a Resignation and Appointment Agreement, dated as of September 30, 2011, the Original Agent assigned to Assignor, and Assignor assumed, all of Assignor's rights and obligations under the Security Agreement and the Trademark Security Agreement and the liens granted thereunder, which assignment and assumption was confirmed in that certain Assignment of Security Interest in Trademark Collateral, between Original Agent and Assignor, dated October 24, 2023;

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

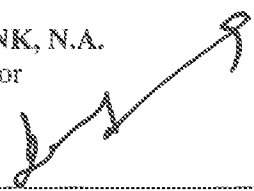
WHEREAS, Assignor and Assignee desire to confirm the foregoing assignment and assumption in this Assignment for purposes of recording it with the USPTO.

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.

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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: KARAN 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

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
Laureate Education, Inc.	3,537,512	LAUREATE ONLINE EDUCATION

Applications:

None.