

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM848574

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Laureate Education, Inc.		10/24/2023	Corporation: DELAWARE
<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: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90056886		
<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: 5</b>			
source=Laureate - Trademark Security Agreement - Oct 2023 Executed (10.24.2023)#page1.tif			
source=Laureate - Trademark Security Agreement - Oct 2023 Executed (10.24.2023)#page2.tif			
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**GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), effective as of October 24, 2023 is made by LAUREATE EDUCATION, INC., a Delaware corporation (the “Borrower”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (the “Agent”) for the benefit of the Secured Parties (as defined in the Security Agreement, as defined below) for the several banks and other financial institutions (the “Lenders”), parties to the Third Amended and Restated Credit Agreement, dated as of October 7, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Borrower, the Lenders, and GOLDMAN SACHS BANK USA, as successor to CITIBANK, N.A., in its capacities as Administrative Agent and the Agent.

**W I T N E S S E T H:**

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower, certain subsidiaries of the Borrower and Agent have executed and delivered an Amended and Restated Security Agreement, dated as of April 26, 2017, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Borrower bargained, sold, conveyed, assigned, set over, mortgaged, pledged, hypothecated, transferred and granted to the Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in certain Intellectual Property, including Trademarks; and

WHEREAS, pursuant to the Security Agreement, and in order to induce the Lenders to make loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agreed to enter into this Agreement with the Agent for purposes of recording the grant of security interest in the United States Patent and Trademark Office (“USPTO”).

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower and Agent agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement (whether directly therein or by reference to another agreement).

SECTION 2. Grant of Security 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 Secured Obligations the Borrower hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates, transfers and grants to the 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 the following (the “Trademark Collateral”):

- 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 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 USPTO of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, 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.

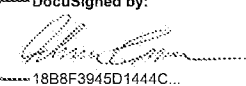
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Agent, for the ratable benefit of the Secured Parties, with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally blank; signatures on following pages]*

LAUREATE EDUCATION, INC.

DocuSigned by:  
  
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BY: \_\_\_\_\_

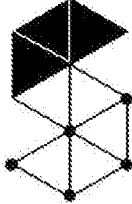
Name: Adam Morse

Title: SVP Corp Finance and Treasurer, Investor Relat

GOLDMAN SACHS BANK USA,  
as Collateral Agent for the Lenders

By: MR  
Name: Maria Riaz  
Title: Authorized Signatory

**SCHEDULE A**  
**TRADEMARKS**

	<b>Trademark</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
1.	S 	90056886 16-JUL-2020	6286811 09-MAR-2021	Registered	Laureate Education, Inc.