

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT								
NATURE OF CONVEYANCE:	SECURITY INTEREST								
CONVEYING PARTY DATA									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>The Canter Group of Companies, LLC</td> <td></td> <td>09/30/2011</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	The Canter Group of Companies, LLC		09/30/2011	LIMITED LIABILITY COMPANY: CALIFORNIA	
Name	Formerly	Execution Date	Entity Type						
The Canter Group of Companies, LLC		09/30/2011	LIMITED LIABILITY COMPANY: CALIFORNIA						
RECEIVING PARTY DATA									
Name:	Citibank, N.A., as Collateral Agent								
Street Address:	390 Greenwich Street								
City:	New York								
State/Country:	NEW YORK								
Postal Code:	10013								
Entity Type:	National Association: UNITED STATES								
PROPERTY NUMBERS Total: 1									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>2464751</td> <td>HELPING STUDENTS BECOME SELF-DIRECTED LEARNERS</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	2464751	HELPING STUDENTS BECOME SELF-DIRECTED LEARNERS			
Property Type	Number	Word Mark							
Registration Number:	2464751	HELPING STUDENTS BECOME SELF-DIRECTED LEARNERS							
CORRESPONDENCE DATA									
Fax Number:	(212)751-4864								
Phone:	212-906-1216								
Email:	angela.amaru@lw.com								
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>									
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins								
Address Line 1:	885 Third Avenue								
Address Line 2:	Suite 1000								
Address Line 4:	New York, NEW YORK 10022								
ATTORNEY DOCKET NUMBER:	049133-0002								
NAME OF SUBMITTER:	Angela M. Amaru								
Signature:	/s/ Angela M. Amaru								

900203526

TRADEMARK
 REEL: 004634 FRAME: 0138

CH \$40.00 2464751

Date:

09/30/2011

Total Attachments: 8

source=Laureate-and-Canter-Trademark-Agreement#page1.tif

source=Laureate-and-Canter-Trademark-Agreement#page2.tif

source=Laureate-and-Canter-Trademark-Agreement#page3.tif

source=Laureate-and-Canter-Trademark-Agreement#page4.tif

source=Laureate-and-Canter-Trademark-Agreement#page5.tif

source=Laureate-and-Canter-Trademark-Agreement#page6.tif

source=Laureate-and-Canter-Trademark-Agreement#page7.tif

source=Laureate-and-Canter-Trademark-Agreement#page8.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, this "Agreement"), dated as of June 16, 2011, is entered into by Laureate Education, Inc., Canter and Associates, LLC, and The Canter Group of Companies, LLC (each, a "Grantor," collectively, "Grantors") in favor of Citibank, N.A., as collateral agent for the Secured Parties (together with any predecessors, successors and assigns thereto in such capacity, the "Collateral Agent").

WHEREAS, the lenders or other financial institutions or entities party thereto from time to time, Collateral Agent, and certain other parties as named therein have entered into that certain Amended and Restated Credit Agreement, dated as of June 16, 2011 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered that certain Security Agreement, dated as of August 17, 2007, in favor of the Collateral Agent (as amended by that certain Second Amendment to Credit Agreement, dated as of June 16, 2011, and as it has been or may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Security Agreement");

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby agree with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for the ratable benefit of the Secured Parties, and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire 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 Secured 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 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 I 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, provided, however, that the foregoing shall not include any "intent-to-use" application prior to the filing of and acceptance by the United States Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto 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.

SECTION 3. Security Agreement. The security interest granted hereby is granted in connection with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. 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 control.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

LAUREATE EDUCATION, INC.

By: [Signature]
Name: ROBERT W. ZENTZ
Title: SENIOR VICE PRESIDENT, SECRETARY
AND GENERAL COUNSEL

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland
COUNTY OF Carroll

ss.

On this 13 day of July, 2011 before me personally appeared Robert W. Zentz and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Roberta S. Manning
Notary Public

{seal}

date 7/13/11

In witness hereof I hereunto set my hand and official Seal

Signature Roberta S. Manning

Roberta S Manning
Notary Public

My Commission Expires 10/21/2012

CANTER AND ASSOCIATES, LLC

By: [Signature]
Name: ROBERT W. ZENTZ
Title: VICE PRESIDENT AND SECRETARY

THE CANTER GROUP OF COMPANIES, LLC

By: [Signature]
Name: ROBERT W. ZENTZ
Title: VICE PRESIDENT AND SECRETARY

ACKNOWLEDGMENT OF GRANTOR

STATE OF Maryland)
COUNTY OF Carroll) ss.

On this 13 day of July, 2011 before me personally appeared Robert W. Zentz and proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Member and that he acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public

{seal}

Date 7/13/11

In witness hereof I hereunto set my hand and official Seal

Signature [Signature]

Roberta S Manning
Notary Public

My Commission Expires 10/21/2012

CITIBANK, N.A.
as Collateral Agent

By: Caesar W Wyganinski
Name: Caesar W Wyganinski
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Canter and Associates, LLC

Registrations:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Canter and Associates, LLC	76/586,832	3,187,761	ALLOCATING RESOURCES STRATEGICALLY AND STRUCTURING THE ORGANIZATION FOR LEARNING
Canter and Associates, LLC	75/111,989	2,154,187	CANTER
Canter and Associates, LLC	76/586,821	3,197,110	COLLABORATING WITH FAMILIES AND COMMUNITIES FOR STUDENT SUCCESS
Canter and Associates, LLC	73/549,304	1,414,525	HOMEWORK WITHOUT TEARS
Canter and Associates, LLC	76/586,820	3,197,109	IMPLEMENTING CONTINUOUS SCHOOL IMPROVEMENT
Canter and Associates, LLC	75/981,252	2,526,291	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
Canter and Associates, LLC	75/138,551	2,541,815	INCLUDING STUDENTS WITH SPECIAL NEEDS IN THE REGULAR CLASSROOM
Canter and Associates, LLC	75/324,836	2,374,021	LEARNING DIFFERENCES: EFFECTIVE TEACHING WITH LEARNING STYLES AND MULTIPLE INTELLIGENCES
Canter and Associates, LLC	76/599,498	3,033,621	LEE CANTER'S HOMEWORK WITHOUT TEARS
Canter and Associates, LLC	76/384,869	2,739,783	SUPPORTING THE STRUGGLING READER
Canter and Associates, LLC	74/424,700	1,854,915	THE HIGH-PERFORMING TEACHER
Canter and Associates, LLC	76/586,822	3,004,853	USING DATA TO STRENGTHEN SCHOOLS

The Canter Group of Companies, LLC

Registrations:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
The Canter Group of Companies, LLC	75/979,539	2,464,751	HELPING STUDENTS BECOME SELF-DIRECTED LEARNERS

Laureate Education, Inc.

Registrations:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Laureate Education, Inc.	77/604,327	3,695,018	Kendall College Kendall College Chicago
Laureate Education, Inc.	77/607,819	3,645,201	Helping Students Become Self- Directed Leaders
Laureate Education, Inc.	77/435,195	3,629,642	MyWaldenStory
Laureate Education, Inc.	77/435,194	3,629,641	WaldenStories
Laureate Education, Inc.	77/567,667	3,828,933	Walden University. Educacion Online Para Un Futuro Mejor.
Laureate Education, Inc.	77/711,637	3,794,627	A HIGHER DEGREE. A HIGHER PURPOSE
Laureate Education, Inc.	76/978,883	3,537,512	LAUREATE ONLINE EDUCATION
Laureate Education, Inc.	77/770,423	3,742,427	KENDALL COLLEGE
Laureate Education, Inc.	76/978,821	3,544,020	A HIGHER DEGREE. A HIGHER PURPOSE
Laureate Education, Inc.	76/978,725	3,379,092	A HIGHER DEGREE. A HIGHER PURPOSE
Laureate Education, Inc.	77/711,659	3,794,628	LEARN. TEACH. GROW.
Laureate Education, Inc.	77/ 981,393	3,949,115	L
Laureate Education, Inc.	77/838,362	3,953,159	MobileLearn

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Laureate Education, Inc.	77/631,135	3,941,173	MobileLearn
Laureate Education, Inc.	77/788,206	3,938,578	Where Advanced Degrees Advance the Quality of Life

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Laureate Education, Inc.	85/322,082	DOMUS ACADEMY
Laureate Education, Inc.	85/317,952	MOBILELEARN
Laureate Education, Inc.	85/317,980	SOCIALLEARN
Laureate Education, Inc.	77/981,993	THE EFFECTIVE READING TEACHER
Laureate Education, Inc.	77/428,742	Laureate Higher Education Group
Laureate Education, Inc.	77/592,478	TAAT
Laureate Education, Inc.	77/771,192	L
Laureate Education, Inc.	77/839,068	ML MobileLearn
Laureate Education, Inc.	77/888,921	Motivating Today's Learner
Laureate Education, Inc.	77/761,613	Educator of Educators
Laureate Education, Inc.	77/761,623	Teacher of Teachers
Laureate Education, Inc.	77/910,912	Returning Creativity to the Classroom
Laureate Education, Inc.	77/910,931	The Effective Reading Teacher
Laureate Education, Inc.	77/910,949	Motivating Students to Read
Laureate Education, Inc.	77/963,671	Global Jury
Laureate Education, Inc.	85/010,503	Laureate Education Inc.
Laureate Education, Inc.	85/010,516	Laureate Education Asia Ltd
Laureate Education, Inc.	85/230,251	Higher Learning Research Communications
Laureate Education, Inc.	85/160,007	The Adolescent Brain

NY1785731.6