

11-05-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



10-25-2001

U.S. Patent & TMOfo/TM Mail Rept. Dt. #40

101892279

Department of Commerce  
Patent and Trademark Office

TRADEMARK  
US PATENT  
OFFICE  
TRADEMARK OFFICE  
OCT 25 4 05 58  
TRADEMARK RECEIVED  
ADDITIONAL MARK FEE PROCESS.

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies)

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

10/25/01

#### Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment

Effective Date  
Month Day Year

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/05/2001 LNWELLER 00000004 200052 75849084

FOR OFFICE USE ONLY

01 FC:481 40.00 CH  
02 FC:482 800.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002395 FRAME: 0163

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

*Christine E Wilson*  
Darlene L. Haun

*Darlene L. Haun*

10/19/01

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

75/729766

75/783681

**Registration Number(s)**

2,192,245

2,139,692

2,140,157

2,050,983

2,476,532

2,140,158

2,267,259

2,139,697

2,141,937

2,267,258

2,201,824

2,139,693

2,265,957

## COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

This Collateral Grant of Security Interest in Patents and Trademarks (this "Agreement") is made on this 1st day of October 1, 2001, by and between, on the one hand, PRINCETON REVIEW PUBLISHING, L.L.C., a Delaware limited liability company ("Borrower"), THE PRINCETON REVIEW, INC., a Delaware corporation ("TPR"), and the following entities (each being a "TPR Subsidiary" or collectively, "TPR Subsidiaries"): PRINCETON REVIEW MANAGEMENT, L.L.C., a Delaware limited liability company, PRINCETON REVIEW OPERATIONS, L.L.C., a Delaware limited liability company, PRINCETON REVIEW PRODUCTS, L.L.C., a Delaware limited liability company, and THE PRINCETON REVIEW CANADA, INC., a Canadian corporation (each of Borrower, TPR and TPR Subsidiaries being a "Grantor" and collectively, "Grantors"), for the benefit of COMDISCO, INC. ("Grantee"), on the other hand.

**WHEREAS**, Grantors own an interest in the patents and applications for patents, and are parties to the patent licenses listed on Schedule A;

**WHEREAS**, Grantors own an interest in the trademarks and applications for trademarks, and are parties to the trademark licenses listed on Schedule B;

**WHEREAS**, pursuant to the terms of that certain Subordinated Loan and Security Agreement of even date herewith (as the same may be amended, restated, modified and in effect from time to time, the "Loan Agreement") between Borrower and Grantee, Borrower has granted to Grantee a subordinated security interest in all of the assets of Borrower, including all right, title and interest of Borrower in, to and under all of Grantors' Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations (as defined in the Loan Agreement);

**WHEREAS**, pursuant to the terms of that certain Guaranty of Loans of even date herewith (as the same may be amended, restated, modified and in effect from time to time, the "Guaranty"), TPR and TPR Subsidiaries have guaranteed payment by Borrower of all the Secured Obligations; and

**WHEREAS**, pursuant to the terms of that certain Security Agreement between TPR, the TPR Subsidiaries and Grantee of even date herewith (as the same may be amended, restated, modified and in effect from time to time, the "Security Agreement"), TPR and TPR Subsidiaries have granted to Grantee a security interest in all of the assets of TPR and TPR Subsidiaries, including all right, title and interest of TPR and TPR Subsidiaries in, to and under all of Grantors' Patents, Trademarks, Patent Licenses, Trademark Licenses, and applications for Patents or Trademarks (each as defined in the Loan Agreement), all renewals thereof, in each case whether presently existing or hereafter arising or acquired, to secure the payment of all Secured Obligations (as defined in the Loan Agreement).

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1

1. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of the Secured Obligations, each Grantor hereby grants to Grantee a continuing security interest in all of Grantors' now existing or hereafter acquired right, title, and interest in all of the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising:

(i) all Patents, Patent Licenses, and applications for Patents, including those listed on Schedule A;

(ii) all Trademarks, Trademark Licenses, and applications for Trademarks, including those listed on Schedule B; and

(iii) all Proceeds of the foregoing.

2. Authorization. Each Grantor hereby authorizes Grantee to file this Agreement with the U.S. Patent and Trademark Office and take any other actions necessary to perfect Grantee's security interest in the Intellectual Property Collateral. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement and the interests herein granted.

3. Loan Agreement. The security interest in the Intellectual Property Collateral is granted to secure the Secured Obligations under and pursuant to the Loan Agreement, the Security Agreement and the Guaranty. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the Security Agreement and the Guaranty, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All capitalized terms and rules of construction used herein but not defined or established herein shall be applied herein as defined or established in the Loan Agreement.

4. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of law principles hereof, and (where applicable) the laws of the United States of America.

5. Further Assurances. At any time and from time to time, upon the written request of Grantee, and at the sole expense of Grantors, Grantors will promptly and duly execute and deliver such further instruments and documents and take such further action as Grantee may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement, the Loan Agreement, the Security Agreement and the Guaranty, and of the rights and powers herein and therein granted, including, without limitation, the filing of any additional, supplemental, or amended Collateral Grant of Security Interest of Patents and Trademarks with the U.S. Patent and Trademark Office, or the filing of any financing statements or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or in any Loan Document.

6. Grantee's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, subject to the terms of the Loan Agreement, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name against any third parties to enforce Comdisco's interests in and to the Intellectual Property Collateral, and, if Grantee shall commence any such suit, Grantors shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents, instruments or information that may be necessary or desirable to aid Grantee in such enforcement and Grantors shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorneys' fees, incurred by Grantee in the exercise of the foregoing rights. Any recovery from such suits shall be applied by Comdisco in the order or priorities set forth in Section 10.2 of the Loan Agreement.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by each Grantor and Grantee.

8. Binding Effect. This Agreement shall be binding upon each Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, each Grantor has duly executed this Collateral Grant of Security Interest in Patents and Trademarks as of the date first set forth above.

Grantors:

**THE PRINCETON REVIEW, INC.**

Signature: MC  
Print Name: Mark Chenais  
Title: President

**PRINCETON REVIEW MANAGEMENT, L.L.C.**

Signature: MC  
Print Name: Mark Chenais  
Title: President

**PRINCETON REVIEW OPERATIONS, L.L.C.**

Signature: MC  
Print Name: Mark Chenais  
Title: President

**PRINCETON REVIEW PRODUCTS, L.L.C.**

Signature: MC  
Print Name: Mark Chenais  
Title: President

**PRINCETON REVIEW PUBLISHING, L.L.C.**

Signature: MC  
Print Name: Mark Chenais  
Title: President

**THE PRINCETON REVIEW CANADA, INC.**

Signature: MC  
Print Name: Mark Chenais  
Title: President

## SCHEDULE A

To Collateral Grant of Security Interest in Patents and Trademarks  
by PRINCETON REVIEW PUBLISHING, L.L.C., THE PRINCETON REVIEW, INC.,  
PRINCETON REVIEW MANAGEMENT, L.L.C., PRINCETON REVIEW OPERATIONS,  
L.L.C., PRINCETON REVIEW PRODUCTS, L.L.C., and THE PRINCETON REVIEW  
CANADA, INC. in favor of Comdisco, Inc.

### PATENTS AND PATENT APPLICATIONS

#### PATENTS

Patent Name	Status and Date Issued	Patent Number
None		

#### PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
None		

#### PATENT LICENSES

Name	Licensor	Licensee	Patent Number
None			



**SCHEDULE B**

**To Collateral Grant of Security Interest in Patents and Trademarks  
by PRINCETON REVIEW PUBLISHING, L.L.C., THE PRINCETON REVIEW, INC.,  
PRINCETON REVIEW MANAGEMENT, L.L.C., PRINCETON REVIEW OPERATIONS,  
L.L.C., PRINCETON REVIEW PRODUCTS, L.L.C., and THE PRINCETON REVIEW  
CANADA, INC. in favor of Comdisco, Inc.**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

**[TO BE ATTACHED]**

6

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Rev. 06/28/00.ms

Comdisco Confidential Information

**TRADEMARK  
REEL: 002395 FRAME: 0171**

**OMNIBUS TRADEMARK CALENDER**

Revision Date 09/28/01

Mark	Serial No./ Reg. No.	Reg. Date	Status
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**PRINCETON REVIEW MANAGEMENT, L.L.C.**

**U.S. REGISTRATIONS**

Better Scores, Better Schools	2,445,019	04/17/01	Registered
Counselor-o-matic	1,974,947	05/21/98	Registered
We Score More	1,871,668	01/03/95	Registered

**U.S. APPLICATIONS PENDING**

Hyperlearning	75/849084		Published for Opposition by Trademark Office
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**FOREIGN REGISTRATIONS (List may be incomplete)**

Student Acces (Mexico)	484,890		Registered
The Princeton Review (Korea)	23,081		Registered
The Princeton Review w/ design (Korea)	276,046		Registered
The Princeton Review w/ design (Korea)	23,077		Registered
WeScore More (Mexico)	484,891		Registered

**FOREIGN APPLICATIONS (List may be incomplete)**

The Princeton Review (Hong Kong)	App Pending		
The Princeton Review (Japan)	App Pending		

**OTHER**

The Princeton Review	2,188,863	08/15/98	Rescinded; Issued by Trademark Office in error
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**PRINCETON REVIEW PUBLISHING, L.L.C.**

**U.S. REGISTRATIONS**

Algebra Smart	2,133,810	02/03/98	Registered
American History Smart	2,139,696	02/24/98	Registered
Archeology Smart	2,267,257	08/03/99	Registered
Astronomy Smart	2,139,695	02/24/98	Registered
Biology Smart	2,151,364	04/14/98	Registered
College Advisor	2,087,070	09/16/97	Registered
Find-O-Rama	2,182,245	09/29/98	Registered
Geography Smart	2,139,892	02/24/98	Registered
Grammar Smart	2,140,157	03/03/98	Registered
HappyNet	2,060,983	04/08/97	Registered
Homeroom.com	2,478,532	08/14/01	Registered
Math Smart	2,140,158	03/03/98	Registered
Mythology Smart	2,267,259	08/03/99	Registered
Negotiate Smart	2,139,697	02/24/98	Registered
Reading Smart	2,141,937	03/10/98	Registered
Research Paper Smart	2,267,258	08/03/99	Registered
Smart Juniors	2,201,824	11/03/98	Registered
Speak Smart	2,139,693	02/24/98	Registered
Writing Smart	2,265,957	08/03/99	Registered

**U.S. APPLICATIONS PENDING**

10 Days to the	75/602803		Statement of Use Rejected; May re-file application
5 Days to the	75/602801		Statement of Use Rejected; May re-file application

**ASSIGNED TRADEMARKS, SERVICE MARKS, DOMAIN NAMES, TRADE NAMES, BRAND NAMES, LOGOS, TRADE DRESS DESIGNS AND DESIGN PATENTS**

**TRADEMARKS:**

CNTRY	TRADEMARK	CLASS	APPL. NO FILING DATE	REG NO. ISSUE DATE	STATUS AND REMARKS	TTC COUNTRY ATTY(S) HANDLING	REF.
US	BECOME WHO YOU ARE	036; 041; 042;	75/754411 07/19/99.		Pending	019031-001700US MLS (MAS)	
US	COLLEGEEDGE	009;	75/027391 12/04/95	2089880 08/19/97	Registered Affidavit of Use Due: 08/19/02 End Sec.8 due 08/19/03	019031-000200US (MAS)	
US	COLLEGEEDGE	042;	75/497016 06/05/98	2363699 07/04/00	Registered Affidavit of Use Due: 07/04/05 End Sec.8 due 07/04/06	019031-000300US (MAS)	
US	COLLEGEEDGE & DESIGN	042;	75/589987 11/17/98		Abandoned	019031-001100US MLS (MAS)	
US	EMBARK	036; 041; 042;	75/729952 06/16/99.		Pending Statement of Use Filed: 07/09/01	019031-001200US MLS (MAS)	
US	EMBARK*COM & DESIGN	036; 041; 042;	75/783682 08/24/99.		Pending	019031-001900US MLS (MAS)	
US	EMBARK.COM	036; 041; 042;	75/729766 06/16/99.		Pending Statement of Use Due: 11/22/01	019031-001300US MLS (MAS)	
US	I*EMBARK	036; 041; 042;	75/783681 08/24/99.		Pending	019031-002000US MLS (MAS)	

**DOMAIN NAMES:**

<b><u>Registered Owner</u></b>	<b><u>NIC Handle</u></b>	<b><u>Domain Name</u></b>
EMBARK.COM, INC.	( <u>EMBARK-DOM</u> )	EMBARK.COM
EMBARK.COM, INC.	( <u>EMBARKRELEASE-DOM</u> )	EMBARKRELEASE.COM
SNAP Technologies, Inc	( <u>COLLEGEEDGE-DOM</u> )	COLLEGEEDGE.COM
EMBARK.COM, INC.	( <u>EMBARK6-DOM</u> )	EMBARK.NET
EMBARK.COM, INC.	( <u>PEOPLESUPPLYCHAIN-DOM</u> )	PEOPLESUPPLYCHAIN.COM
EMBARK.COM, INC.	( <u>PERSONALSUPPLYCHAIN-DOM</u> )	PERSONALSUPPLYCHAIN.COM
SNAP Technologies, Inc	( <u>IEMBARK-DOM</u> )	IEMBARK.COM
SNAP Technologies, Inc.	( <u>EMBARKS2-DOM</u> )	EMBARKS.COM
SNAP Technologies, Inc.	( <u>HIGHEREDGE3-DOM</u> )	HIGHEREDGE.COM
SNAP Technologies, Inc.	( <u>EMBARKET-DOM</u> )	EMBARKET.COM
SNAP Technologies, Inc.	( <u>MYEMBARK-DOM</u> )	MYEMBARK.COM
SNAP Technologies, Inc.	( <u>IEMBARK3-DOM</u> )	IEMBARK.ORG
SNAP Technologies, Inc.	( <u>EMBARQ3-DOM</u> )	EMBARQ.ORG
SNAP Technologies, Inc.	( <u>JOBEDGE-DOM</u> )	JOBEDGE.COM
SNAP Technologies, Inc.	( <u>I-EMBARK-DOM</u> )	I-EMBARK.COM
SNAP Technologies, Inc.	( <u>SNAPTECH-DOM</u> )	SNAPTECH.COM
SNAP Technologies, Inc.	( <u>EMBARC4-DOM</u> )	EMBARC.NET
SNAP Technologies, Inc.	( <u>EXIGUUS-DOM</u> )	EXIGUUS.COM
SNAP Technologies, Inc.	( <u>LOANEDGE-DOM</u> )	LOANEDGE.COM
SNAP Technologies, Inc.	( <u>EMBARKING-DOM</u> )	EMBARKING.COM
SNAP Technologies, Inc.	( <u>COLLEGEEDGE-DOM</u> )	COLLEGEEDGE.COM
SNAP Technologies, Inc.	( <u>EMBARK-DEMO-DOM</u> )	EMBARK-DEMO.COM
SNAP Technologies, Inc.	( <u>IEMBARK2-DOM</u> )	IEMBARK.NET
SNAP Technologies, Inc.	( <u>EMBARQ2-DOM</u> )	EMBARQ.NET

**COLLATERAL GRANT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS**  
**Additional Names of Conveying Parties for Princeton Review Filings**  
**Additional Page attached to Coversheet**

PRINCETON REVIEW PUBLISHING, L.L.C., a Delaware limited liability company ("Borrower");  
THE PRINCETON REVIEW, INC., a Delaware corporation ("TPR"),

and the following entities (each being a "TPR Subsidiary" or collectively, "TPR Subsidiaries"): PRINCETON REVIEW MANAGEMENT, L.L.C., a Delaware limited liability company;  
PRINCETON REVIEW OPERATIONS, L.L.C., a Delaware limited liability company;  
PRINCETON REVIEW PRODUCTS, L.L.C., a Delaware limited liability company; and  
THE PRINCETON REVIEW CANADA, INC., a Canadian corporation  
(each of Borrower, TPR and TPR Subsidiaries being a "Grantor")