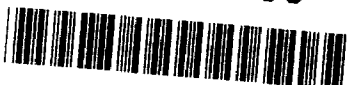


08-18-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



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8-18-06

To the Director of the U. S. Patent and Trademark Office: Please receive the enclosed documents or the new address(es) below.

1. Name of conveying party(ies):

Princeton Review Publishing L.L.C.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Comdisco, Inc.
 Internal
 Address: Suite 800
 Street Address: 5600 North River Road
 City: Rosemont
 State: IL
 Country: USA Zip: 60018

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) Original Recordation Form dated 10/19/01

- Assignment
- Security Agreement
- Other Correct cover sheet. See attached.
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,478,532

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Homeroom.com

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Susan A. Long

Internal Address: Suite 800

Street Address: Comdisco, Inc.
5600 North River Road

City: Rosemont

State: IL Zip: 60018

Phone Number: 847-993-3028

Fax Number: 847-993-3043

Email Address: salong@comdisco.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Susan A. Long
Signature

8/16/06
Date

Susan A. Long

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 15

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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ASSIGNMENTS DIV

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



10-25-2001

U.S. Patent & TMO/TM Mail Rcpt. Dt. #40

11-05-2001
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Department of Commerce
Patent and Trademark Office

TRADEMARK

TRADEMARK OFFICE

OCT 25 4 58

TRADEMARK RECEIVED

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 10/25/01
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Princeton Review Publishing L.L.C.

Execution Date
Month Day Year
10/01/01

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Comdisco, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 6111 North River Road

Address (line 2) _____

Address (line 3) Rosemont

Illinois

60018

- Individual General Partnership Limited Partnership
- Corporation Association
- Other _____

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)

- Citizenship/State of Incorporation/Organization Delaware

11/05/2001 LINDLELLER 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 38 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 Practices. 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

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TRADEMARK
REEL: 003378 FRAME: 0948

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2001 AUG 18 AM 9:02
ASSIGNMENTS DIV

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)

<input type="text" value="75/849,084"/>	<input type="text" value="75/602,803"/>	<input type="text" value="75/602,801"/>
<input type="text" value="75/754411"/>	<input type="text" value="75/027391"/>	<input type="text" value="75/497016"/>
<input type="text" value="75/589987"/>	<input type="text" value="75/729952"/>	<input type="text" value="75/783682"/>

<input type="text" value="2,445,019"/>	<input type="text" value="1,974,947"/>	<input type="text" value="1,871,666"/>
<input type="text" value="2,133,810"/>	<input type="text" value="2,139,696"/>	<input type="text" value="2,267,257"/>
<input type="text" value="2,139,695"/>	<input type="text" value="2,151,364"/>	<input type="text" value="2,097,070"/>

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

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

DEIA/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 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)

Registration Number(s)

75/729766	75/783681	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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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	<input type="text"/>	<input type="text"/>
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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

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Rev. 06/28/00.ms

Comdisco Confidential Information

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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.

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TRADEMARK
REEL: 003378 FRAME: 0952

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: MLC
Print Name: Mark Chernis
Title: President

PRINCETON REVIEW MANAGEMENT, L.L.C.

Signature: MLC
Print Name: Mark Chernis
Title: President

PRINCETON REVIEW OPERATIONS, L.L.C.

Signature: MLC
Print Name: Mark Chernis
Title: President

PRINCETON REVIEW PRODUCTS, L.L.C.

Signature: MLC
Print Name: Mark Chernis
Title: President

PRINCETON REVIEW PUBLISHING, L.L.C.

Signature: MLC
Print Name: Mark Chernis
Title: President

THE PRINCETON REVIEW CANADA, INC.

Signature: MLC
Print Name: Mark Chernis
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**

**TRADEMARK
REEL: 003378 FRAME: 0956**

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-a-matic	1,974,947	05/21/98	Registered
We Score More	1,071,666	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	2,097,070	09/16/97	Registered
Find-O-Rama	2,192,245	09/29/98	Registered
Geography Smart	2,139,692	02/24/98	Registered
Grammar Smart	2,140,157	03/03/98	Registered
HappyNet	2,060,963	04/08/97	Registered
Homeroom.com	2,478,532	06/14/01	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	2,266,967	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

TRADEMARK
REEL: 002395 FRAME: 0172

TRADEMARK
REEL: 003378 FRAME: 0957

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)	

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REEL: 002395 FRAME: 0173**

**TRADEMARK
REEL: 003378 FRAME: 0958**

DOMAIN NAMES:

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

TRADEMARK

RECORDED: 10/25/2001

REEL: 002395 FRAME: 0175

TRADEMARK

RECORDED: 08/18/2006

REEL: 003378 FRAME: 0960