

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Princeton Review, Inc.		02/16/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Embark Corp.		
<b>Street Address:</b>	77 Battery Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2363699	COLLEGEEDGE	
Registration Number:	2547894	EMBARK	
Registration Number:	2633819	EMBARK*COM	
Registration Number:	2511559	I*EMBARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)849-3690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3128498100		
<b>Email:</b>	cverstrate@mcguirewoods.com		
<b>Correspondent Name:</b>	Christopher J. Verstrate, McGuireWoods L		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1815		
<b>ATTORNEY DOCKET NUMBER:</b>	MRU		

OP \$115.00 2363699

NAME OF SUBMITTER:	Christopher Verstrate
Signature:	/c/v/
Date:	05/24/2007
Total Attachments: 4 source=embark-assign#page1.tif source=embark-assign#page2.tif source=embark-assign#page3.tif source=embark-assign#page4.tif	

**ASSIGNMENT AND TRANSFER OF TRADEMARKS**

This ASSIGNMENT AND TRANSFER OF TRADEMARKS (this "Assignment") dated as of February 16, 2007 is between The Princeton Review, Inc., a Delaware corporation ("Assignor") and Embark Corp., a Delaware corporation ("Assignee"). Each capitalized term used but not otherwise defined herein shall have the meaning specified for such term in the Purchase Agreement (as defined below). The parties agree as follows:

1. In consideration of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and subject to terms, conditions and in furtherance of the objectives of the Asset Purchase Agreement dated as of the date hereof by and among Assignor, Assignee and MRU Holdings, Inc. (the "Purchase Agreement"), Assignor hereby irrevocably assigns outright and forever to Assignee, and Assignee hereby accepts the assignment of, all present and future worldwide right, title and interest in and to the Business Trademarks, including but not limited to those registered trademarks set forth on Schedule A attached hereto (and any renewals or extensions thereof), together with the goodwill of the business connected with and symbolized by the Business Trademarks.

2. Assignor agrees to execute and deliver to Assignee further documents as may be necessary to record the transfer of the Business Trademarks contemplated by this Assignment and to do such other acts and things that Assignee reasonably requests to perfect or evidence this transfer and to register the Business Trademarks in the name of Assignee.

3. Except as preempted by Federal law with respect to the matters herein, this Assignment and any dispute hereunder shall be governed by the laws of the State of New York, without regard to its conflict of laws provisions, applicable to assignments and agreements made and performed in such state; and any dispute in relation to this Assignment shall be settled by arbitration as set forth in Section 12.8 of the Purchase Agreement.

4. This Assignment is delivered pursuant to the Purchase Agreement. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or other difference between the Purchase Agreement and this instrument, the provisions of the Purchase Agreement shall control.

\* \* \*



IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

ASSIGNEE:

THE PRINCETON REVIEW, INC.

EMBARK CORP.

By: \_\_\_\_\_

Name:

Title:

By:  \_\_\_\_\_

Name: *RANDY L. KROMM*

Title: *Secretary*

Assignment and Transfer of Trademarks

Schedule A

<u>Trademark</u>	<u>Registration Number</u>
CollegeEdge	2,363,699
Embark	2,547,894
Embark.com (design)	2,633,819
i*Embark	2,511,559