

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Princeton Review, Inc.		07/02/2008	CORPORATION: DELAWARE
Princeton Review Operations, L.L.C.		07/02/2008	LIMITED LIABILITY COMPANY: DELAWARE
Test Services, Inc.		07/02/2008	CORPORATION: COLORADO
TPR SoCal I, Inc.		07/02/2008	CORPORATION: DELAWARE
TPR SoCal, LLC		07/02/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC, as administrative agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2445019	BETTER SCORES, BETTER SCHOOLS
Registration Number:	2853140	COUNSELOR-O-MATIC
Registration Number:	2519256	HYPERLEARNING
Registration Number:	1871666	WE SCORE MORE
Registration Number:	2139695	ASTRONOMY SMART
Registration Number:	2151364	BIOLOGY SMART
Registration Number:	3009983	
Serial Number:	78769380	EVERY CHILD CAN ACHIEVE
Registration Number:	2547894	EMBARK

CH \$690.00 2445019

Registration Number:	2633819	EMBARK*COM
Registration Number:	2140157	GRAMMAR SMART
Registration Number:	2451728	HOMEROOM
Registration Number:	2478532	HOMEROOM.COM
Registration Number:	2511559	I*EMBARK
Registration Number:	2140158	MATH SMART
Registration Number:	2139697	NEGOTIATE SMART
Serial Number:	77195688	PROSPECTS IN ELA
Serial Number:	77195686	PROSPECTS IN MATH
Registration Number:	2141937	READING SMART
Serial Number:	78809772	REVIEW À TROIS
Registration Number:	2876748	REVIEWSCAN
Registration Number:	3231162	SIDESTREETS
Registration Number:	3220701	SIDE STREETS
Registration Number:	2201824	SMART JUNIOR
Registration Number:	2139693	SPEAK SMART
Registration Number:	3147940	THE PRINCETON REVIEW
Registration Number:	2265957	WRITING SMART

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617 2390469
Email: kschmidt@eapdlaw.com
Correspondent Name: Katarzyna Schmidt
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards, Angell, Palmer and Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	32257-0027
NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/K. Schmidt/
Date:	07/03/2008

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2nd day of July, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as administrative agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among The Princeton Review, Inc., a Delaware corporation (the "Parent"), Princeton Review Operations, LLC, a Delaware limited liability company ("Operations"), Test Services, Inc., a Colorado corporation ("TSI" together with the Parent and Operations, each individually a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider (having the priorities set forth in Sections 2(a) and 5(d)), continuing security interests in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and its Trademarks licensed under any Intellectual Property Licenses (subject to any exclusions set forth in the Security Agreement) to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give Agent regular updates with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.


6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. **CONSTRUCTION.** Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.


THE PRINCETON REVIEW, INC.,
a Delaware corporation

By: 
Its: CHIEF FINANCIAL OFFICER


**PRINCETON REVIEW OPERATIONS,
L.L.C.,**
a Delaware limited liability company

By: 
Its: PRESIDENT


TEST SERVICES, INC.,
a Colorado corporation

By: 
Its: VICE PRESIDENT

TPR SOCIAL I, INC.,
a Delaware corporation

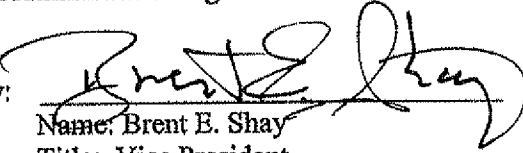
By: 
Its: VICE PRESIDENT

TPR SOCIAL, LLC,
a Delaware limited liability company

By: 
Its: VICE PRESIDENT

AGENT:

WELLS FARGO FOOTHILL, LLC,
as Administrative Agent

By: 
Name: Brent B. Shay
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003809 FRAME: 0351

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

U.S. Trademarks and Service marks

<u>Description</u>	<u>Reg. No./Serial No.</u>	<u>Issue Dates</u>
Better Scores, Better Schools	2445019	4/17/2001
Counselor-o-matic	2853140	6/15/2004
Hyperlearning	2519256	12/18/2001
We Score More	1871666	1/3/1995
Astronomy Smart	2139695	2/24/1998
Biology Smart	2151364	4/14/1998
[Design only]	3009983	11/1/2005
Every Child Can Achieve	78/769380	Filed 11/1/2007
Embark	2547894	3/12/2002
Embark*.com	2633819	10/15/2002
Grammar Smart	2140157	3/3/1998
Homeroom	2451728	5/15/2001
Homeroom.com	2478532	8/14/2001
I*Embark	2511559	11/27/2001
Math Smart	2140158	3/3/1998
Negotiate Smart	2139697	2/24/1998
Prospects in ELA	77/195,688	Pending
Prospects in Math	77/195,686	Pending
Reading Smart	2141937	3/10/1998

Review A Trois	78/809772	Pending
ReviewScan	2876748	8/24/2004
SideStreets	3231162	4/17/2007
SideStreets Logo	3220701	3/20/2007
Smart Junior	2201824	11/3/1998
Speak Smart	2139693	2/24/1998
The Princeton Review	3147940	9/26/2006
Writing Smart	2265957	8/3/1999

Pending Foreign Trademarks

Country Trademark	Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
PRINCETON REVIEW and Design	Poland 9,16,40841	[n/a]	254257 21-Aug-2002	Pending
PRINCETON REVIEW and Design	Poland 9,16,40841	[n/a]	254256 21-Aug-2002	Pending
PRINCETON REVIEW and Design	China (Peoples Republic) 42 Int.	TPR1	9700114726 30-Oct-1997	Rejected
PRINCETON REVIEW and Design	India 40 Int., 41 Int.	792560030/E	1283618 07-May-2004	Pending
THE PRINCETON REVIEW	Pakistan 09 Int.	792560036/A	175425 27-Dec-2001	Published 01-Apr-2005
THE PRINCETON REVIEW	Pakistan 16 Int.	792560036/C	175424 27-Dec-2001	Pending
THE PRINCETON REVIEW	Pakistan 41 Int.	792560036/F	195371 07-May-2004	Pending
THE PRINCETON REVIEW	Sri Lanka 35 Int.	TPR77	109732 26-Sep-2002	Pending

Country Trademark	Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
THE PRINCETON REVIEW	Sri Lanka 41 Int.	TPR78	109426 09-Oct-2002	Pending
THE PRINCETON REVIEW	Sri Lanka 09 Int.	TPR80	109424 01-Nov-2002	Pending
THE PRINCETON REVIEW	Sri Lanka 16 Int.	TPR81	109453 01-Oct-2002	Pending
THE PRINCETON REVIEW	Viet Nam 09 Int., 16 Int., 41 Int.	TPR108	4-2006-21472 07-Dec-2006	Pending
THE PRINCETON REVIEW & Design	Malaysia 16 Int.	792560007/A6	08001670 28-Jan-2008	Pending
THE PRINCETON REVIEW & Design	Malaysia 09 Int.	792560007/A5	08001671 28-Jan-2008	Pending
THE PRINCETON REVIEW & Design	Malaysia 41 Int.	792560007/A7	08001672 28-Jan-2008	Pending
THE PRINCETON REVIEW and Design	Pakistan 09 Int.	7924560036/B	175426 27-Dec-2001	Opposed 30-Jun-2007
THE PRINCETON REVIEW and Design	Pakistan 16 Int.	7924560036/D	175427 26-Dec-2001	Opposed
THE PRINCETON REVIEW and Design	Pakistan 40 Int.	792560036/H	195372 07-May-2004	Pending
THE PRINCETON REVIEW and Design	Sri Lanka 35 Int.	TPR76	109731 26-Sep-2002	Published 17-Feb-2006
THE PRINCETON REVIEW and DESIGN	Sri Lanka 41 Int.	TPR79	109425	Pending
THE PRINCETON REVIEW and Design	Sri Lanka 09 Int.	TPR82	109483	Pending

Country Trademark	Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
THE PRINCETON REVIEW and Design	Sri Lanka 16 Int.	TPR83	109452	Pending
THE PRINCETON REVIEW and Design	Thailand 09 Int.	TPR111	657160	Pending
THE PRINCETON REVIEW and Design	Thailand 16 Int.	TPR112	657161	Published 26-Nov-2007
THE PRINCETON REVIEW and Design	Thailand 41 Int.	TPR113	657162 29-Mar-2007	Published 26-Nov-2007
THE PRINCETON REVIEW and Design	Venezuela 40 Int.	TPR90	17227-02 04-Nov-2002	Pending
THE PRINCETON REVIEW and Design	Viet Nam 09 Int., 16 Int., 41 Int.	TPR109	4-2006-21473 07-Dec-2006	Pending
THE PRINCETON REVIEW LOGO	India 16 Int.	792560030/A	734041 17-Feb-1997	Pending
THE PRINCETON REVIEW LOGO	India 09 Int.	792560030/B	734042 17-Feb-1997	Published 31-Oct-2007
THE PRINCETON REVIEW LOGO	Malaysia 41 Int.	792560007/A3	MA/19328/97 01-Dec-1997	Published 27-Sep-2007
THE PRINCETON REVIEW LOGO	Malaysia 41 Int.	792560007/A4	MA/19332/97 01-Dec-1997	Published 27-Sep-2007

Foreign Trademarks

Trademark	Country/Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
PRINCETON REVIEW and Design	Korea, Republic of 41 Int.	TPR70	4500088090000 03-Dec-2003	Registered 03-Dec-20 13

Trademark	Country/Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
PRINCETON REVIEW and Design	Turkey 09 Int., 16 Int., 41 Int.	79256 0021 / A	2007 09897 28-Feb-2007	Registered 28-Feb-2017
THE PRINCETON REVIEW	China (Peoples Republic) 41 Int.	TPR2	1237865 07-Jan-1999	Registered 06-Jan-2009
THE PRINCETON REVIEW	European Community 09 Int., 16 Int., 41 Int., 42 Int.	TPR62	002366920 09-Dec-2002	Registered 06-Sep-2011
THE PRINCETON REVIEW	Japan 16 Int., 41 Int.	79256 0012 / A	5100071 21-Dec-2017	Registered 21-Dec-2017
THE PRINCETON REVIEW	Korea, Republic of 41 Int.	79256 0070 / A4	4100230810000 25-Feb-2014	Registered 25-Feb-2014
THE PRINCETON REVIEW	Mexico 09 Int.	TPR102	920019 29-Jun-2006	Registered 29-Jun-2015
THE PRINCETON REVIEW	Mexico 16 Int.	TPR103	925330 29-Jun-2006	Registered 29-Jun-2015
THE PRINCETON REVIEW	Mexico 41 Int.	TPR104	925711 27-Mar-2006	Registered 29-Jun-2015
THE PRINCETON REVIEW	Philippines 09 Int., 16 Int., 40 Int, 41 Int.	TPR69	4-2002-007252 04-Dec-2006	Registered 04-Dec-2006
THE PRINCETON REVIEW	Singapore 16 Int.	TPR23	T97/09237F 31-Jul-2017	Registered 31-Jul-2017
THE PRINCETON REVIEW	Singapore 09 Int.	TPR25	T97/09236H 31-Jul-2017	Registered 31-Jul-2007
THE PRINCETON REVIEW	Singapore 41 Int.	TPR27	T97/09238D 05-Apr-2004	Registered 31-Jul-2017
THE PRINCETON REVIEW	Singapore 42Int.	TPR29	T97/09239B 31-Jul-2017	Registered 31-Jul-2017
THE PRINCETON REVIEW	Thailand 16 Int.	TPR30	Kor77754 10-Sep-1998	Registered 23-Feb-2017
THE PRINCETON REVIEW	Thailand 41 Int.	TPR31	BOR7511 24-Feb-1997	Registered 23-Feb-2017
THE PRINCETON REVIEW	Turkey 35 Int., 41 Int.	79256 0221 / A1	96015505 21-Oct-1996	Registered
THE PRINCETON REVIEW	United Arab Emirates 41 Int.	TPR36	20588 24-Apr-1999	Registered 22-Sep-2007

Trademark	Country/Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
THE PRINCETON REVIEW	European Community 09 Int., 16 Int., 41 Int., 42 Int.	TPR63	002368975 15-Oct-2002	Registered 10-Sep-2011
THE PRINCETON REVIEW and Design	France 09 Int., 16 Int., 41 Int., 42 Int.	TPR60A	10-Sep-2001	Registered 10-Sep-2011
THE PRINCETON REVIEW and Design	India 40 Int., 41 Int.	79256 0030 / F	1283619 07-May-2004	Registered 07-May-2014
THE PRINCETON REVIEW and Design	Israel 41 Int.	TPR95	164060 05-Apr-2005	Registered 24-Apr-2013
THE PRINCETON REVIEW and Design	Japan 16 Int., 41 Int.	79256 0012 / A1	5100072 21-Dec-2007	Registered 21-Dec-2017
THE PRINCETON REVIEW and Design	Korea, Republic of 09 Int., 16 Int., 41 Int.	79256 0070 / A3	4500088090000 03-Dec-2003	Registered 03-Dec-2013
THE PRINCETON REVIEW and Design	Mexico 09 Int.	TPR105	924710 20-Mar-2006	Registered 29-Jun-2015
THE PRINCETON REVIEW and Design	Mexico 16 Int.	TPR106	933988 24-May-2006	Registered 29-Jun-2015
THE PRINCETON REVIEW and Design	Mexico 41 Int.	TPR107	926121 28-Mar-2006	Registered 29-Jun-2015
STUDENT ACES	Mexico 41 Int.	[n/a]	214987 5-Oct-2004	Registered
WE SCORE MORE	Mexico 41 Int.	[n/a]	214988 5-Oct-2004	Registered
THE PRINCETON REVIEW and Design	Philippines 09 Int., 16 Int., 40 Int., 41 Int.	TPR68	4-2002-007251 20-Nov-2005	Registered 20-Nov-2015
THE PRINCETON REVIEW and Design	Singapore	TPR114	23-Mar-2007	Registered 23-Mar-2017
THE PRINCETON REVIEW and Design	Singapore 16 Int.	TPR115	T0706409B 23-Mar-2007	Registered 20-Mar-2017
THE PRINCETON REVIEW and Design	Singapore 41 Int.	TPR116	T0706411D 23-Mar-2007	Registered 20-Mar-2017
THE PRINCETON REVIEW and Design (label mark)	India 16 Int.	79256 0030 / D	1144886 21-Oct-2002	Registered 21-Oct-2012

Trademark	Country/Registration Class(es)	Case Number/Subcase	Status Number/Date	Next Renewal
THE PRINCETON REVIEW and Design (label mark)	India 09 Int.	79256 0030 / C	1144887 03-Feb-2006	Registered 21-Oct-2012
THE PRINCETON REVIEW LOGO	China (Peoples Republic) 16 Int.	TPR5	1785792 14-Jun-2002	Registered 13-Jun-2012
THE PRINCETON REVIEW LOGO	Korea, Republic of 09 Int, 16 Int.	79256 0070 /A2	4002760450000 08-Oct-1993	Registered 08-Oct-2013
THE PRINCETON REVIEW LOGO	Malaysia 16 Int.	79256 0007 /A2	98-03 196 14-Mar-1998	Registered 14-Mar-2018
THE PRINCETON REVIEW LOGO	Saudi Arabia 16 Int.	TPR21	458/98 24-Jan-1999	Registered 16-Apr-2007
THE PRINCETON REVIEW LOGO	Saudi Arabia 41 Int.	TPR22	458/99 24-Jan-1999	Registered 16-Apr-2007
THE PRINCETON REVIEW LOGO	Singapore 16 Int.	TPR20	T97/09241D 31-Jul-1997	Registered 31-Jul-2007
THE PRINCETON REVIEW LOGO	Thailand 09 Int.	TPR32	Kor73221 11-Jun-1998	Registered 23-Feb-2007
THE PRINCETON REVIEW LOGO	Turkey 09 Int., 16 Int.	79256 0021/A2	178446 21-Oct-1996	Registered 21-Oct-2016
THE PRINCETON REVIEW LOGO	United Arab Emirates 16 Int.	TPR35	48317 09-Jun-2004	Registered 22-Sep-2007
THE PRINCETON REVIEW LOGO/DEV	Korea, Republic of 39 Int.	79256 0070/A5	4004366210000 30-Dec-1998	Registered 30-Dec-2008
THE PRINCETON REVIEW LOGO/DEV	Korea, Republic of 52 Int.	79256 0070/A6	4004521070000 02-Aug-1999	Registered 02-Aug-2009