

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement Release		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comdisco, Inc.		08/26/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Princeton Review, Inc.		
Street Address:	2315 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10024		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2445019	BETTER SCORES, BETTER SCHOOLS	
Registration Number:	2451728	HOMEROOM	
Registration Number:	2140157	GRAMMAR SMART	
Registration Number:	2140158	MATH SMART	
Registration Number:	2265957	WRITING SMART	
Registration Number:	2141937	READING SMART	
Registration Number:	2201824	SMART JUNIOR	
Registration Number:	2139693	SPEAK SMART	
Registration Number:	2151364	BIOLOGY SMART	
Registration Number:	2139695	ASTRONOMY SMART	
Registration Number:	2139697	NEGOTIATE SMART	
Registration Number:	1871666	WE SCORE MORE	
Registration Number:	2519256	HYPERLEARNING	
Registration Number:	2478532	HOMEROOM.COM	

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CORRESPONDENCE DATA

Fax Number: (617)523-1231
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.570.1292
Email: mrovner@goodwinprocter.com
Correspondent Name: Miriam J. Rovner
Address Line 1: Goodwin Procter LLP
Address Line 2: Exchange Place, 53 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	123599-183734
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	09/03/2008

Total Attachments: 3
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TRADEMARK SECURITY AGREEMENT RELEASE

8/26/08 THIS TRADEMARK SECURITY AGREEMENT RELEASE is made as of _____, 2008, by COMDISCO, INC., a Delaware corporation, as Secured Party ("Secured Party").

WITNESSETH:

WHEREAS, Secured Party and The Princeton Review, Inc., a Delaware corporation ("Borrower"), are parties to that certain Security Agreement dated as of October 1, 2001 pursuant to which Borrower granted a security interest to Secured Party in, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Borrower;

WHEREAS, the Security Agreement was recorded in the U.S. Patent and Trademark Office on November 5, 2001 at Reel 23958 and Frame 0163; and

WHEREAS, Borrower has requested that Secured Party release its security interest in the Released Trademarks and reassign the same to Borrower.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Secured Party hereby releases its security interest in all of Borrower's right, title and interest in and to all of the following:

(a) all trademarks, registered trademarks, trademark applications, including, without limitation, the trademarks, registered trademarks, and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, together with the items described in clauses (i)-(iv) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Released Trademarks"); and

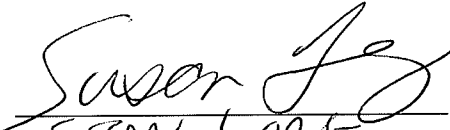
(b) all rights under or interests in any trademark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements listed on Schedule A attached hereto and made a part hereof, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses.

2. Secured Party hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Secured Party, all of Secured Party's right, title and

interest in and to the Released Trademarks, and the goodwill of Borrower's business connected with the use of and symbolized by the Released Trademarks.

IN WITNESS WHEREOF, Secured Party has caused this Trademark Security Agreement Release to be duly executed by its duly authorized officer as of the day and year first above written.

COMDISCO, INC., a Delaware corporation, as
Secured Party

By: 
Name: SUSAN LONG
Title: AUTHORIZED REPRESENTATIVE

SCHEDULE A

Released Trademarks

	MARK	REG/SERIAL NUMBER	REG/FILING DATE
1	BETTER SCORES, BETTER SCHOOLS	2445019	04/17/2001
2	HOMEROOM	2451728	05/15/2001
3	GRAMMAR SMART	2140157	03/03/1998
4	MATH SMART	2140158	03/03/1998
5	WRITING SMART	2265957	08/03/1999
6	READING SMART	2141937	03/10/1998
7	SMART JUNIOR	2201824	11/03/1998
8	SPEAK SMART	2139693	02/24/1998
9	BIOLOGY SMART	2151364	04/14/1998
10	ASTRONOMY SMART	2139695	02/24/1998
11	NEGOTIATE SMART	2139697	02/24/1998
12	WE SCORE MORE	1871666	01/03/1995
13	HYPERLEARNING	2519256	12/18/2001
14	HOMEROOM.COM	2478532	08/14/2001