

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GOLUB CAPITAL, INC.		07/17/2008	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE PRINCETON REVIEW, INC.		
<b>Street Address:</b>	2315 BROADWAY		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10024		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2445019	BETTER SCORES, BETTER SCHOOLS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)523-1231		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6175701255		
Email:	rcrawford@goodwinprocter.com		
Correspondent Name:	Robert M. Crawford		
Address Line 1:	53 State Street		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	123599-194747		
NAME OF SUBMITTER:	Robert M. Crawford		
Signature:	/Robert M. Crawford/		
Date:	12/01/2009		

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**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT RELEASE

THIS TRADEMARK SECURITY AGREEMENT RELEASE is made as of July 17, 2008, by GOLUB CAPITAL, INC., a New York corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and The Princeton Review, Inc., a Delaware corporation ("Borrower"), are parties to that certain Credit Agreement dated as of April 10, 2006, pursuant to which Borrower granted a security interest to Agent in, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by Borrower; and

WHEREAS, the Security Agreement was recorded in the U.S. Patent and Trademark Office on April 24, 2006 at Reel 3295 and Frame 0586; and

WHEREAS, Borrower has requested that Agent 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. Agent 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. Agent hereby reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by Agent, all of Agent'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, Agent 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.

**GOLUB CAPITAL INCORPORATED**, a New York corporation, as Agent

By: Andrew Steierman  
Name: ANDREW STEIERMAN  
Title: SENIOR MANAGING DIRECTOR

**SCHEDULE A**

**Released Trademarks**

	<b>MARK</b>	<b>REG/SERIAL NUMBER</b>	<b>REG/FILING DATE</b>
1	BETTER SCORES, BETTER SCHOOLS	2,445,019	04/17/2001