

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the entity type for receiving party previously recorded on Reel 004784 Frame 0913. Assignor(s) hereby confirms the Release by Secured Party.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		05/18/2012	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	The Princeton Review, Inc.
Street Address:	111 Speen Street
City:	Framingham
State/Country:	MASSACHUSETTS
Postal Code:	01701
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2445019	BETTER SCORES, BETTER SCHOOLS
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

TRADEMARK

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REEL: 004788 FRAME: 0366

OP \$390.00 2445019

Registration Number:	2853140	COUNSELOR-O-MATIC
Registration Number:	3009983	
Registration Number:	3147940	THE PRINCETON REVIEW

#### CORRESPONDENCE DATA

Fax Number: 6175231231

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 617.570.1000

Email: mrovner@goodwinprocter.com

Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP

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Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	099998-000520
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NAME OF SUBMITTER:	Miriam J. Rovner
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Signature:	/mjr/
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Date:	05/25/2012
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#### Total Attachments: 4

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## **TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE**

THIS TRADEMARK SECURITY AGREEMENT TERMINATION AND RELEASE ("Termination and Release") is made as of May 18, 2012, by GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, as Administrative Agent (in such capacity, "GE Capital"). Capitalized terms used in this Termination and Release not otherwise defined shall have the meanings given to such terms in the Security Agreement (defined below).

### **WITNESSETH:**

WHEREAS, GE Capital and The Princeton Review, Inc., a Delaware corporation ("Borrower"), are parties to that certain Trademark Security Agreement dated as of December 7, 2009 ("Security Agreement") pursuant to which Borrower granted a Lien and security interest to GE Capital in its capacity as administrative agent and collateral agent for the benefit of the Secured Parties in, among other things, the Released Trademarks and the Released Agreements (as such terms are 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 December 7, 2009 at Reel 4109 and Frame 0291; and

WHEREAS, Borrower has requested that GE Capital terminate and release, and GE Capital has agreed to terminate and release, its Lien and security interest in and to the Released Trademarks and Released Agreements (each term as defined below).

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

1. GE Capital hereby terminates, releases, extinguishes and forever discharges its Lien and security interest in all of Borrower's right, title and interest in and to all of the following:

(a) all Trademark Collateral, including, without limitations, 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, together with all goodwill of the business connected with the use of, and symbolized by any of the foregoing, 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, present and/or future infringements or dilutions thereof, (iii) the right to sue for past, present and/or future infringements or dilutions thereof, and (iv) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing Trademark Collateral, 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 IP Licenses, including, without limitation, all 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 (the foregoing hereinafter individually and/or collectively referred to as the "Released Agreements").

2. GE Capital hereby unconditionally, irrevocably and absolutely reassigns, grants and conveys to Borrower, without any representation, recourse or undertaking by GE Capital, all of GE Capital's right, title and interest in and to the Released Trademarks and the Released Agreements, and the goodwill of Borrower's business connected with the use of and symbolized by the Released Trademarks and the Released Agreements.

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IN WITNESS WHEREOF, GE Capital has caused this Termination and Release to be duly executed by its duly authorized officer as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL  
CORPORATION**, a Delaware corporation, as  
Administrative Agent

By: Laura S. DeAngelis  
Name: Laura S. DeAngelis  
Title: Duly Authorized Signatory

**SCHEDULE A****Released Trademarks**

	MARK	REG/SERIAL NUMBER	REG/FILING DATE
1	BETTER SCORES, BETTER SCHOOLS	2445019	04/17/2001
2	GRAMMAR SMART	2140157	03/03/1998
3	MATH SMART	2140158	03/03/1998
4	WRITING SMART	2265957	08/03/1999
5	READING SMART	2141937	03/10/1998
6	SMART JUNIOR	2201824	11/03/1998
7	SPEAK SMART	2139693	02/24/1998
8	BIOLOGY SMART	2151364	04/14/1998
9	ASTRONOMY SMART	2139695	02/24/1998
10	NEGOTIATE SMART	2139697	02/24/1998
11	WE SCORE MORE	1871666	01/03/1995
12	HYPERLEARNING	2519256	12/18/2001
13	COUNSELOR-O-MATIC	2853140	06/15/2004
14	Curve with Arrow Design	3009983	11/1/2005
15	THE PRINCETON REVIEW	3147940	06/26/2006