

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TPR Education IP Holdings, LLC		06/25/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Charlesbank Equity Fund VII, Limited Partnership, as Agent
Street Address:	200 Clarendon Street, 54th Floor
Internal Address:	c/o Charlesbank Capital Partners LLC
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02116
Entity Type:	LIMITED PARTNERSHIP: MASSACHUSETTS

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2139695	ASTRONOMY SMART
Registration Number:	2445019	BETTER SCORES, BETTER SCHOOLS
Registration Number:	2151364	BIOLOGY SMART
Registration Number:	2853140	COUNSELOR-O-MATIC
Registration Number:	3009983	
Registration Number:	2140157	GRAMMAR SMART
Registration Number:	2519256	HYPERLEARNING
Registration Number:	2140158	MATH SMART
Registration Number:	2139697	NEGOTIATE SMART
Registration Number:	2141937	READING SMART
Registration Number:	2201824	SMART JUNIOR
Registration Number:	2139693	SPEAK SMART
Registration Number:	3147940	THE PRINCETON REVIEW

CH \$390.00 2139695

Registration Number:	1871666	WE SCORE MORE
Registration Number:	2265957	WRITING SMART

CORRESPONDENCE DATA

Fax Number: 2027785439
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 202.662.5439
Email: trademarks@cov.com
Correspondent Name: Marie A. Lavalley
Address Line 1: 1201 Pennsylvania Avenue, N.W.
Address Line 2: Covington & Burling LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	701613.00073
NAME OF SUBMITTER:	Cheryl Fountain/Paralegal Specialist
Signature:	/cherylfountain/
Date:	06/29/2012

Total Attachments: 17
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source=Grant of Security Interest in Trademarks 2012-06-25#page17.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS

This GRANT OF SECURITY INTEREST IN TRADEMARKS is dated as of June 25, 2012, and is made between TPR Education IP Holdings, LLC, a Delaware limited liability company ("Education IP") and Charlesbank Equity Fund VII, Limited Partnership, as agent (the "Security Agent") for, and for the benefit of, itself and for each of the Lenders (collectively, the "Secured Finance Parties").

W I T N E S S E T H

WHEREAS, Education IP is a wholly-owned subsidiary of TPR Education Holdings, LLC, a Delaware limited liability company ("Holdings");

WHEREAS, Holdings and certain of its other wholly-owned subsidiaries have entered into a Term Loan and Security Agreement with the Secured Finance Parties and the Security Agent, as agent for, and for the benefit of, itself and each of the Secured Finance Parties, granting a continuing security interest in and to the Collateral (as hereinafter defined) to secure the full payment when due of the Secured Liabilities (the "Term Loan Agreement").

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Education IP hereby mortgages, pledges and hypothecates to Security Agent for the benefit of the Secured Finance Parties, and grants to Security Agent for the benefit of the Secured Finance Parties, a continuing security interest in and to all of Education IP's rights, title and interest in, to and under the following:

- (a) all trademarks, trade names and domain names (including all registrations and registration applications therefor), including, without limitation, those United States trademarks, trademark registrations, trademark registration applications, trade names and domain names set forth on Schedule A hereto (the "Trademarks")
- (b) all trade names, domain names, trademarks (such term shall include all trademarks, service marks, trade dress, logos, design marks and any and all other source identifiers) and trademark registrations and registration applications thereof, hereafter adopted, acquired, and/or used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (c) all renewals of the Trademarks and Future Trademarks;
- (d) all packaging, labeling, trade names, trademarks, service marks, logos, design marks, trade dress and any and all other source identifiers including or containing the Trademarks or the Future Trademarks, or a representation thereof, or any variation thereof;

- (e) all income, royalties, damages, claims and payments now and hereafter due and/or payable under and with respect to the Trademarks and Future Trademarks, including without limitation damages, claims and payments for past, present or future infringements or other violations thereof;
- (f) all rights of Education IP as licensor of any of the items set forth in clauses (a) through (e) above;
- (g) all of Education IP's rights to sue for past, present and future infringements or other violations of the Trademarks and Future Trademarks;
- (h) all goodwill of Education IP's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND, Education IP hereby covenants with Security Agent as follows:

1. **Education IP's Obligations.** Education IP agrees that, notwithstanding this Grant of Security Interest, it will continue to perform and discharge and to remain liable for all of its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Security Agent shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Collateral Assignment or any payment received by Security Agent relating to the Collateral, nor shall Security Agent be required to perform any covenant, duty or obligation of Education IP arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. **Use Prior to Default.** Subject to Section 3 hereof, Education IP shall retain all of its right, title, and interest in and to the Collateral and shall have the right to use and license the Collateral in the ordinary course of its business, subject to the terms and conditions of the Secured Finance Documents.

3. **Remedies Upon Default.** Whenever any Event of Default shall have occurred and be continuing, Security Agent shall have all the rights and remedies granted to it in such event by the Secured Finance Documents, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Security Agent in such event may collect directly any payments due to Education IP in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral. Education IP agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Education IP fails or refuses to execute and deliver such documents, Education IP hereby irrevocably

appoints Security Agent as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Education IP's behalf. For the purpose of enabling Security Agent to exercise rights and remedies upon and during the continuance of an Event of Default, Education IP hereby grants to Security Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Education IP) to use, assign, license, or sublicense any of the Collateral, now owned or hereafter acquired by Education IP, and wherever the same may be located. Notwithstanding any provision hereof to the contrary during the continuance of an Event of Default, Education IP may advertise, offer for sale and sell merchandise bearing the Trademarks and Future Trademarks and services under the Trademarks and Future Trademarks, and otherwise make use thereof, in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Security Agent of an intended sale or other disposition of the Collateral.

4. **Amendment and Waivers**. This Grant of Security Interest may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Education IP and Security Agent. Education IP hereby authorizes Security Agent to modify this Grant of Security Interest by amending Schedule A hereto to add any Future Trademarks, provided Security Agent notifies Education IP in writing of such modification.

5. **Waiver of Rights**. No course of dealing between the parties to this Grant of Security Interest or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Security Agent of any breach or default by Education IP shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

6. **Assignment**. The provisions of this Grant of Security Interest shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein, or in or to the Collateral may be assigned by Education IP without the prior written consent of Security Agent.

7. **Enforcement**. If an Event of Default has occurred and is continuing, Security Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, in which event Education IP shall at the request of Security Agent do any and all lawful acts and execute any and all proper documents and deeds required by Security Agent in aid of such enforcement and Education IP shall promptly, upon demand, reimburse and indemnify Security Agent or its agents for all out-of-pocket costs and expenses incurred by Security Agent in the exercise of its rights as provided in the Secured Finance Documents.

8. **Termination**. At such time as the Secured Liabilities have been satisfied, Security Agent will execute and deliver to Education IP, all instruments as may be necessary or proper to terminate this Grant of Security Interest and to re-vest Education IP with full right, title and interest in, to and under the Collateral, subject to any dispositions thereof which may have been made by Security Agent pursuant to this Grant of Security Interest.

9. **Severability**. Every provision of this Grant of Security Interest is intended to be severable. If any term or provision hereof is illegal, invalid or unenforceable for any reason whatsoever, that term or provision will be enforced to the maximum extent permissible so as to effect the intent of the parties hereto, and such illegality, invalidity or unenforceability shall not affect the validity or legality of the remainder of this Grant of Security Interest. If necessary to effect the intent of the parties, the parties shall negotiate in good faith to amend this Grant of Security Interest to replace the unenforceable clause with an enforceable clause that shall as closely as possible reflect such intent.

10. **Notices**. All notices, communications, requests and demands to or upon Education IP or Security Agent under this Grant of Security Interest shall be given in accordance with Section 14.5 of the Term Loan Agreement.

11. **Defined Terms**. Terms defined in the Term Loan Agreement and not otherwise defined herein have, as used herein, the respective meanings provided for in the Term Loan Agreement.

12. **Governing Law**. This Grant of Security Interest shall be governed by, construed, applied, and enforced in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction, except the federal laws of the United States of America applicable to trademarks.

13. **Counterparts**. This Grant of Security Interest may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Grant of Security Interest by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Grant of Security Interest.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have entered into this Grant of Security Interest as of the date first above written.

TPR EDUCATION IP HOLDINGS, LLC

By: DE Ellinger
Name: Deborah Ellinger
Title: Chief Executive Officer

**CHARLESBANK EQUITY FUND VII,
LIMITED PARTNERSHIP, as Security Agent**

By: Charlesbank Equity Fund VII GP, Limited Partnership, its General Partner

By: Charlesbank Capital Partners, LLC, its General Partner

By: _____
Name: Joshua Klevens
Title: Managing Director

IN WITNESS WHEREOF, the parties have entered into this Grant of Security Interest as of the date first above written.

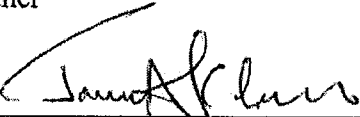
TPR EDUCATION IP HOLDINGS, LLC

By: _____
Name: Deborah Ellinger
Title: Chief Executive Officer

**CHARLESBANK EQUITY FUND VII,
LIMITED PARTNERSHIP, as Security Agent**

By: Charlesbank Equity Fund VII GP, Limited
Partnership, its General Partner

By: Charlesbank Capital Partners, LLC, its General
Partner

By:  _____
Name: Joshua Klevens
Title: Managing Director

SCHEDULE A

I. Registered Marks

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Status</u>	<u>Owner</u>
THE PRINCETON REVIEW	Venezuela	17233-02	11/4/2002	S24957	7/30/2004	40	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Venezuela	17227-02	11/4/2002	S24956	7/30/2004	40	Registered	TPR Education IP Holdings, LLC
ASTRONOMY SMART	United States	75/138779	7/23/1996	2139695	2/24/1998	16	Registered	TPR Education IP Holdings, LLC
BETTER SCORES, BETTER SCHOOLS	United States	75/668226	3/26/1999	2445019	4/17/2001	41	Registered	TPR Education IP Holdings, LLC
BIOLOGY SMART	United States	75/138778	7/23/1996	2151364	4/14/1998	16	Registered	TPR Education IP Holdings, LLC
COUNSELOR-O-MATIC	United States	76/527179	7/1/2003	2853140	6/15/2004	41	Registered	TPR Education IP Holdings, LLC
Curve with Arrow Design	Nepal	Forthcoming	7/20/2011			16	Filed	TPR Education IP Holdings, LLC
Curve with Arrow Design	Nepal	Forthcoming	7/20/2011			41	Filed	TPR Education IP Holdings, LLC
Curve with Arrow Design	United States	76/533569	7/30/2003	3009983	11/1/2005	9, 16, 36, 41	Registered	TPR Education IP Holdings, LLC
GRAMMAR SMART	United States	75/139919	7/25/1996	2140157	3/31/1998	16	Registered	TPR Education IP Holdings, LLC
HYPERLEARNING	United States	75/849084	11/16/1999	2519256	12/18/2001	41	Registered	TPR Education IP Holdings, LLC
MATH SMART	United States	75/139920	7/25/1996	2140158	3/3/1998	16	Registered	TPR Education IP Holdings, LLC

NEGOTIATE SMART	United States	75/138781	7/23/1996	2139697	2/24/1998	16	Registered	TPR Education IP Holdings, LLC
PRINCETON REVIEW and Design	South Korea	7120020000110	8/2/2002	4500088090000	12/3/2003	41	Registered	TPR Education IP Holdings, LLC
PRINCETON REVIEW and Design	Turkey	2007/09897	2/28/2007	2007/09897	2/28/2007	9, 16, 41	Registered	TPR Education IP Holdings, LLC
READING SMART	United States	75/139921	7/25/1996	2141937	3/10/1998	16	Registered	TPR Education IP Holdings, LLC
SMART JUNIOR	United States	75/138723	7/23/1996	2201824	11/3/1998	16	Registered	TPR Education IP Holdings, LLC
SPEAK SMART	United States	75/138722	7/23/1996	2139693	2/24/1998	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Bangladesh	145405	7/25/2011			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Bangladesh	145404	7/25/2011			41	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Canada	1473565	3/17/2010	792563	3/10/2011	9, 16, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	China (People's Republic Of)	9700114725	10/30/1997	1237865	1/7/1999	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	European Union	2366920	9/6/2001	2366920	12/9/2002	9, 16, 41, 42	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Hong Kong	301297080	3/4/2009	301297080	3/4/2009	9, 16, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	India	1283618	5/7/2004			40 & 41	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Japan	2005-052655	6/13/2005	5100071	12/21/2007	16, 41	Registered	TPR Education IP Holdings, LLC

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THE PRINCETON REVIEW	Malaysia	MA/19332/97	12/1/1997	97-19332	12/1/1997	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Mexico	725884	6/29/2005	925711	3/27/2006	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Mexico	725882	6/29/2005	920019	2/21/2006	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Mexico	725883	6/29/2005	925330	3/24/2006	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Nepal	Forthcoming	7/20/2011			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Nepal	Forthcoming	7/20/2011			41	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Pakistan	195371	5/7/2004	195371	5/7/2004	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Pakistan	175424	12/27/2001			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Pakistan	175425	12/27/2001			9	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Philippines	42002007252	8/28/2002	4-2002-007252	12/4/2006	9, 16, 40 and 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Saudi Arabia	114195	3/4/2007	991/03	5/26/2008	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Saudi Arabia	114194	3/4/2007	114184	2/21/2010	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Saudi Arabia	114193	3/4/2007	112301	12/30/2009	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Singapore	S/9238/97	7/31/1997	T97/09238D	4/5/2004	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Singapore	S/9237/97	7/31/1997	T97/09237F	10/18/1999	16	Registered	TPR Education IP Holdings, LLC

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THE PRINCETON REVIEW	Singapore	S/9236/97	7/31/1997	T97/09236H	8/3/1999	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Singapore	S/9239/97	7/31/1997	T97/09239B	2/7/2003	42	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	South Korea	4119920005106	11/10/1992	41-23081	2/25/1994	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Sri Lanka	109424	11/1/2002			9	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Sri Lanka	109426	9/10/2002	109426	9/10/2002	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Sri Lanka	109453	10/1/2002			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Sri Lanka	109732	9/26/2002	109732	9/26/2011	35	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Thailand	328710	2/24/1997	Kor77754	9/10/2008	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Thailand	328711	2/24/1997	BOR7511	2/24/1997	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Turkey	96/015505	10/21/1996	96 015505	10/21/1996	35, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	United Arab Emirates	23532	9/22/1997	20588	4/24/1999	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	United States	78/628422	5/12/2005	3147940	6/26/2006	9, 16 & 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW	Vietnam	4-2006-21472	12/7/2006	106021	7/29/2008	9, 16 & 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW & Design	Hong Kong	301306458	3/18/2009	301306458	3/18/2009	9, 16 & 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW & Design	Malaysia	8001671	1/28/2008	08-001671	1/28/2008	9	Registered	TPR Education IP Holdings, LLC

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THE PRINCETON REVIEW & Logo	China (People's Republic Of)	9700114724	10/30/1997	1785792	6/14/2002	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW (word mark)	Indonesia	1408	12/18/2008	IDM000260849	12/18/2008	16, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Bangladesh	145406	7/25/2011			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Bangladesh	145407	7/25/2011			41	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	European Union	2368975	9/10/2001	2368975	10/15/2002	9, 16, 41,42	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	India	1283619	5/7/2004	1283619	11/28/2006	40, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Israel	164060	4/24/2003	164060	4/5/2005	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Japan	2005-052656	6/13/2005	5100072	12/21/2007	16, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Malaysia	8001672	1/28/2008	08-001672	1/28/2008	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Malaysia	8001670	1/28/2008	8001670	1/28/2008	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Mexico	725887	6/29/2005	933988	5/24/2006	16	Registered	TPR Education IP Holdings, LLC

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THE PRINCETON REVIEW and Design	Mexico	725886	6/29/2005	924710	3/20/2006	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Mexico	725888	6/29/2005	926121	3/28/2006	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Pakistan	175427	12/26/2001			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Pakistan	175426	12/27/2001			9	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Pakistan	195372	5/7/2004	195372	9/14/2009	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Philippines	42002007251	8/28/2002	4/2002/007251	11/20/2005	9, 16, 40 & 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Singapore	T0706411D	3/23/2007	T0706411D	7/31/2007	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Singapore	T0706405Z	3/23/2007	T0706405Z	11/6/2007	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Singapore	T0706409B	3/23/2007	T0706409B	7/30/2007	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	South Korea	4520020002156	6/21/2002	45-8809	12/3/2003	9, 16, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Sri Lanka	109731	9/26/2002	109731	7/31/2008	40	Registered	TPR Education IP Holdings, LLC

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THE PRINCETON REVIEW and Design	Sri Lanka	109423	9/10/2002	109423	9/10/2002	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Sri Lanka	109425	10/9/2002			41	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Sri Lanka	109452	10/1/2002			16	Filed	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Thailand	657161	3/29/2007	Kor279817	5/7/2008	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Thailand	657160	3/29/2007	Kor291146	3/29/2007	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Thailand	657162	3/29/2007	Bor38439	3/29/2007	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Vietnam	4-2006-21473	12/7/2006	105625	7/23/2008	9, 16, 41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	India	1144886	10/21/2002	1144886	10/21/2002	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	India	1144887	10/21/2002	1144887	2/3/2006	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Saudi Arabia	114196	3/4/2007	1063/31	4/28/2009	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW and Design	Saudi Arabia	114198	3/4/2007	1063/33	4/28/2009	41	Registered	TPR Education IP Holdings, LLC

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THE PRINCETON REVIEW and Design	Saudi Arabia	114197	3/4/2007	1063/32	4/28/2009	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	India	734042	2/17/1997	734042	2/17/1997	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	India	734041	2/17/1997	734041	2/17/1997	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Israel	109433	12/26/1996	109433	5/8/1998	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Malaysia	98-03196	3/14/1998	98-03196	3/14/1998	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Malaysia	MA/19328/97	12/1/1997	97019328	12/1/1997	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Malaysia	98-03195	3/14/1998	98-03195	3/14/1998	9	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Saudi Arabia	40167	8/10/1997	458/99	1/24/1999	41	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Saudi Arabia	40168	8/10/1997	458/98	1/24/1999	16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	South Korea	4019920026552	9/24/1992	4002760450000	10/8/1993	9 & 16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	Turkey	96/015504	10/21/1996	178446	10/21/1996	9 & 16	Registered	TPR Education IP Holdings, LLC
THE PRINCETON REVIEW LOGO	United Arab Emirates	23533	9/22/1997	48317	6/9/2004	16	Registered	TPR Education IP Holdings, LLC
WE SCORE MORE	United States	74/494846	2/28/1994	1871666	1/3/1995	41	Registered	TPR Education IP Holdings, LLC
WRITING SMART	United States	75/139923	7/25/1996	2265957	8/3/1999	16	Registered	TPR Education IP Holdings, LLC

Unregistered Marks (with and without the associates logos):

Up Next™
Score Quest™
Early Edge™
LiveGrader SM

II. Trade Names

The Princeton Review

III. Domain Names

Domain Name	Expiration Date
1800-2review.com	3/23/2015
800-2review.com	3/23/2015
bloggs.com	10/13/2012
bloggs.info	9/19/2014
collegeadmission.info	9/19/2014
collegechannel.com	7/9/2012
getall8andmore.com	1/31/2015
Getalleightandmore.com	1/31/2015
grechanges.com	12/1/2016
hyperlearning.biz	11/18/2016
hyperlearning.com	1/14/2014
INPRINCETONREVIEW.COM	1/27/2013
jbloggs.biz	11/18/2016
jbloggs.info	9/19/2014
k12princetonreview.com	11/27/2015
nyciap.com	10/27/2012
princetonreview.biz	11/18/2016
princeton-review.biz	11/18/2016
princetonreview.com	11/21/2012
princeton-review.com	10/27/2012
princetonreview.info	9/19/2014
princetonreview.net	4/19/2016
princetonreview.org	2/16/2014
princetonreviewintervention.com	9/17/2012
princetonreviewintervention.net	9/17/2012
princetonreviewinterventionprogra ms.com	9/17/2012
princetonreviewinterventionprogra ms.net	9/17/2012
princetonreviewlightningmath.com	9/17/2012
princetonreviewlightningmath.net	9/17/2012

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princetonreviewprospects.com	9/17/2012
princetonreviewprospects.net	9/17/2012
princetonreviewsidestreets.com	9/17/2012
princetonreviewsidestreets.net	9/17/2012
review.com	2/17/2015
reviewscan.com	4/28/2015
Revucorp.com	2/18/2014
Revucorp.net	2/18/2014
satvsact.com	12/1/2016
Smallgrouptutoring.com	12/5/2016
Theprincetonreview.biz	11/18/2016
Theprincetonreview.com	9/2/2014
Theprincetonreview.info	9/19/2014
Theprincetonreview.mobi	6/13/2012
Theprincetonreview.net	8/28/2012
Theprincetonreview.org	4/8/2015
theprincetonreviewk12.com	10/30/2012
theprincetonreviewk12.net	10/31/2012
tprimages.com	3/7/2014
tprk12.com	12/5/2013
tprk12.net	12/5/2013
Tprrelease.com	6/9/2012
Ultimategmat.com	8/14/2012
Ultimategre.com	8/14/2012
Ultimatelsat.com	8/14/2012
Ultimatemcat.com	8/14/2012
Ultimatesat.com	8/14/2012
princetonreview.com	2/6/2013

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