

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 13674.21US01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
School Renaissance Institute, Inc.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of Wisconsin
 Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Renaissance Learning, Inc.
901 Deming Way
P.O. Box 45016
Madison, WI 53744-5076

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: December 31, 2001

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of Wisconsin
 Other: _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)

B. Trademark Reg. No.(s)/Mark(s)
1,985,005
READING RENAISSANCE

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: John A. Clifford
 Address: MERCHANT & GOULD P.C.
 P.O. Box 2910
 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$40.00
 Enclosed
 Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John A. Clifford
Name of Person Signing

July 2, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

STATE OF WISCONSIN
SCHOOL RENAISSANCE INSTITUTE, INC.

01 DEC 27 AM 11:05

01 51016632

01 R025211

Imaged

ARTICLES OF MERGER
OF
SCHOOL RENAISSANCE INSTITUTE, INC.
WITH AND INTO
RENAISSANCE LEARNING, INC.

The undersigned officer of Renaissance Learning, Inc., a corporation organized under the laws of the State of Wisconsin, pursuant to Section 180.1105 of the Wisconsin Statutes, hereby certifies as follows:

1. The Agreement and Plan of Merger by and between Renaissance Learning, Inc. and School Renaissance Institute, Inc., a Wisconsin corporation, is attached hereto as Exhibit A and made a part hereof.

2. All of the outstanding shares of School Renaissance Institute, Inc. consisting of Five Thousand (5,000) shares of \$0.01 par value common stock are owned by Renaissance Learning, Inc.

ACCT 00001310 CLASS CODE 310
TRX 0001573638 Amount \$100.00

3. No copy of the Plan of Merger and notice required by Section 180.1104(3) of the Wisconsin Statutes was mailed to the shareholders of School Renaissance Institute, Inc., as Renaissance Learning, Inc. is the sole shareholder and has waived the mailing requirement.

4. Said Agreement and Plan of Merger was adopted and approved by the Board of Directors of Renaissance Learning, Inc. on October 17, 2001 in accordance with Section 180.1104 of the Wisconsin Statutes.

ACCT 00001310 CLASS CODE 340
TRX 0001573639 Amount \$25.00

5. All provisions of the laws of the State of Wisconsin applicable to the proposed merger have been complied with.

6. Said Agreement and Plan of Merger shall become effective as of 11:59 p.m. on December 31, 2001.

IN WITNESS WHEREOF, Renaissance Learning, Inc. has caused these Articles of Merger to be executed on this 17th day of October, 2001.

RENAISSANCE LEARNING, INC.

By: John R. Hickey
John R. Hickey, President and Chief Operating Officer

This instrument was drafted by:

Pamela M. Krill
Godfrey & Kahn, S.C.
780 North Water Street
Milwaukee, WI 53202

MW553340_1.DOC

EXHIBIT A

AGREEMENT AND PLAN OF MERGER
OF
RENAISSANCE LEARNING, INC.
AND
SCHOOL RENAISSANCE INSTITUTE, INC.

THIS AGREEMENT AND PLAN OF MERGER is made and entered into this 17th day of October, 2001, by and between Renaissance Learning, Inc., a Wisconsin corporation, and School Renaissance Institute, Inc., a Wisconsin corporation.

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The names of the corporations proposing to merge are Renaissance Learning, Inc., a Wisconsin corporation, hereinafter referred to as "Renaissance Learning" or the "Surviving Corporation" and School Renaissance Institute, Inc, a Wisconsin corporation, hereinafter referred to as the "Institute." The Institute is a wholly-owned subsidiary of Renaissance Learning.

2. Pursuant to Section 180.1104 of the Wisconsin Statutes, the Institute shall merge with and into Renaissance Learning and the Surviving Corporation shall exist by virtue and under the laws of the State of Wisconsin. The corporate identity, existence, purpose, powers, franchises, rights and immunities of Renaissance Learning shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights and immunities of the Institute shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith. The separate existence of the Institute, except

insofar as it may be continued by reason of the Wisconsin Statutes, shall cease upon this Agreement and Plan of Merger becoming effective and thereupon the Institute and the Surviving Corporation shall become a single corporation.

3. The Articles of Incorporation of Renaissance Learning on the Effective Date (as hereinafter defined) of the merger shall be and remain the Articles of Incorporation of the Surviving Corporation.

4. On the Effective Date of the merger, all of the issued and outstanding common stock of the Institute shall be deemed to be cancelled without further consideration. No shares of stock or other consideration of the Surviving Corporation shall be issued in connection with this merger.

5. The By-Laws of Renaissance Learning as they exist on the Effective Date of the merger shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein.

6. The Board of Directors of Renaissance Learning prior to the merger shall, upon the Effective Date of the merger, be and remain the Board of Directors of the Surviving Corporation, and they shall hold office until the next annual meeting of the Shareholders of the Surviving Corporation and/or until their successors are duly elected and qualified.

7. The officers of Renaissance Learning prior to the date of merger shall, upon the Effective Date of the merger, be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

8. The first annual meeting of the Shareholders of the Surviving Corporation held after the Effective Date of the merger shall be the annual meeting provided by the By-Laws of Renaissance Learning. The first regular meeting of the Board of Directors of the Surviving

Corporation held after the Effective Date of the merger shall be convened in a manner provided in the By-Laws of Renaissance Learning and may be held at the time and place specified in the notice of meeting.

9. This Agreement and Plan of Merger shall become effective as of 11:59 p.m. on December 31, 2001, herein sometimes referred to as the "Effective Date." On such Effective Date, the separate existence of the Institute shall cease and it shall be merged with and into Renaissance Learning in accordance with the provisions of this Agreement and Plan of Merger.

10. Notwithstanding anything contained herein to the contrary, this Agreement and Plan of Merger may be terminated and abandoned by the Board of Directors of Renaissance Learning at any time prior to the filing of the Articles of Merger, if the Board of Directors of Renaissance Learning should decide that it would not be in the best interest of the Surviving Corporation.

11. Pending the completion of the merger, no dividend shall be paid or other distributions made to the holder of the common stock of the Institute.

12. On the Effective Date, the Surviving Corporation shall, without other transfer, succeed to and have all the rights, privileges, immunities and franchises and Surviving Corporation shall be subject to all the restrictions, disabilities and duties of the Institute, and all property, real, personal and mixed, and all debts due to the Institute on whatever account, including stock subscriptions to shares as well as other choses in actions shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises and each and every other interests shall be thereafter as effectively the property of the Surviving Corporation as they were of the Institute.

13. This merger shall constitute a complete liquidation under Section 332 of the Internal Revenue Code of 1986, as amended.

IN WITNESS WHEREOF, the officers of each corporation have executed this Agreement and Plan of Merger on the day, month and year first above written.

RENAISSANCE LEARNING, INC.

By: John R. Hickey
John R. Hickey, President and Chief Operating Officer

Attest:

Steven A. Schmidt
Steven A. Schmidt, Secretary

SCHOOL RENAISSANCE INSTITUTE, INC.

By: Donald C. Peek
Donald C. Peek, President

Attest:

Steven A. Schmidt
Steven A. Schmidt, Secretary

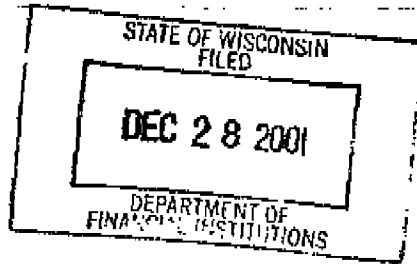
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Articles of Merger

Merger of School Renaissance Institute, Inc. (Domestic)
Into: Renaissance Learning, Inc. (Domestic) (Survivor)

Note
Merge
Effective
12/31/01

EFFEKTIVE 2001



* 1 cc. plus 275 Exp. Fee

Atty. Pamela M. Krill
Cuddeback & Kerkham S.C.
780 North Water St.
Milwaukee, WI 53202-3590