

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
M&G 13674.41/42US01

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.  
P.O. Box 8036  
Wisconsin Rapids, WI 54495-8036

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

Execution Date: October 17, 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)

2161511 / RR READING RENAISSANCE & Design  
2283636 / MATH 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

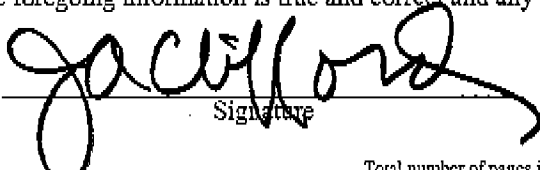
6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00  
 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  March 6, 2003  
 Name of Person Signing Signature Date

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

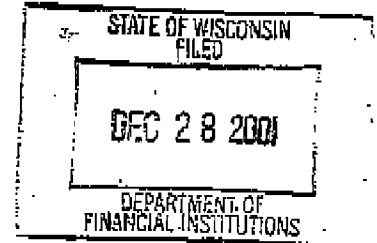
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Mail documents to be recorded with required cover sheet information to:

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.

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



DEPT. OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

DEC 27 AM 11:05

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.
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.
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 17<sup>th</sup> 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

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STATE OF ILLINOIS  
FILED  
DEC 28 2001  
DEPARTMENT OF REVENUE