

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Renaissance Learning, Inc.		02/28/2005	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Generation21 Learning Systems, LLC		
<b>Street Address:</b>	1536 Cole Blvd.		
<b>Internal Address:</b>	Suite 250		
<b>City:</b>	Golden		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80401		
<b>Entity Type:</b>	Limited Liability Company: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2569111	GENERATION21	
Registration Number:	2665441		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)534-5039		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303 534 5040		
<b>Email:</b>	liza@lewis Meyers.com		
<b>Correspondent Name:</b>	Liza Meyers		
<b>Address Line 1:</b>	2300 15th St.		
<b>Address Line 2:</b>	Suite 320		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>NAME OF SUBMITTER:</b>	Liza Meyers		
<b>Signature:</b>	/Liza Meyers/		

OP \$65.00 2569111

Date:

03/18/2005

Total Attachments: 1

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## TRADEMARK ASSIGNMENT

WHEREAS, RENAISSANCE LEARNING, INC., a Wisconsin corporation ("Assignor"), owns all right, title, and interest in United States registration No. 2,569,111 for the mark GENERATION21 and United States registration No. 2,665,441 for the mark GENERATION21 LEARNING SYSTEMS and Design and any related common law rights, including the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS, GENERATION21 LEARNING SYSTEMS, LLC, a Wisconsin limited liability company ("Assignee"), is wholly owned by the Assignor and desires to acquire all rights in the Trademarks from Assignor, including the goodwill associated therewith; and

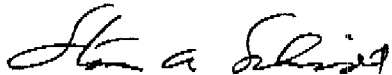
WHEREAS, Assignor has agreed that in return for one dollar (\$1.00) and other good and valuable consideration, Assignee shall acquire all rights in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks is used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks is used and which is symbolized by the Trademarks, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the reasonable request of the Assignee, all other papers, instruments, and assignments, and to perform any other reasonable acts that Assignee may reasonably require in order to vest all right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 28<sup>th</sup> day of February, 2005.

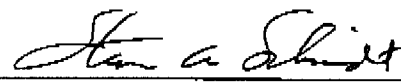
**RENAISSANCE LEARNING, INC.**

By:   
Steven Schmidt, Executive Vice President

Dated this 28<sup>th</sup> day of February, 2005.

**GENERATION21 LEARNING SYSTEMS, LLC**

By: RENAISSANCE LEARNING, INC.  
its sole member

By:   
Steve Schmidt, Executive Vice President

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