

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Lien in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Union Bank of California, N.A.		10/14/2011	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Renaissance Learning, Inc.
Street Address:	2911 Peach Street
Internal Address:	P.O. Box 8036
City:	Wisconsin Rapids
State/Country:	WISCONSIN
Postal Code:	54495
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1820498	ALPHASMART
Registration Number:	2558868	TURBOTRANSFER
Registration Number:	2586435	ALPHAHUB
Registration Number:	2755376	PULSAR
Registration Number:	2753431	ALPHAQUIZ
Serial Number:	75684632	ALPHASYNCH
Serial Number:	75684472	ALPHAUPDATER

CORRESPONDENCE DATA

Fax Number: (917)777-4104
 Phone: 212-735-3000
 Email: robert.wise@skadden.com

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

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**TRADEMARK
 REEL: 004648 FRAME: 0270**

CH \$190.00 1820498

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: 4 Times Square
Address Line 2: Attn: Ken Kumayama
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	099360/14
NAME OF SUBMITTER:	Ken Kumayama
Signature:	/Ken Kumayama/
Date:	10/25/2011

Total Attachments: 4
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RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS (“Release”), dated as of October 14, 2011, is by UNION BANK OF CALIFORNIA, N.A. a national banking association, located at 601 Potrero Grande Drive, Monterey Park, CA 91754 (“Releasor”), in favor of RENAISSANCE LEARNING, INC., a Wisconsin corporation, located at 2911 Peach Street, P.O. Box 8036, Wisconsin Rapids, Wisconsin 54495 (“RLI”) as successor to ALPHASMART, INC., a California corporation, located at 973 University Avenue, Los Gatos, CA 95042 (“AlphaSmart”). Capitalized terms used herein and not defined herein have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, AlphaSmart and Releasor entered into a Security Agreement, dated May 30, 2003 (the “Security Agreement”) along with a Grant of Trademark Security Interest, dated May 30, 2003 (the “Trademark Security Agreement”) pursuant to which AlphaSmart granted and assigned to Releasor all right, title and interest of AlphaSmart in the Trademarks, described more fully on Exhibit A hereto, without recourse or representation or warranty, express or implied.

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office (the “PTO”) on June 2, 2003, at Reel 2662/Frame 0289, et. seq.;

WHEREAS, AlphaSmart was acquired by RLI in 2005;

WHEREAS, the obligations secured by the grants and assignments made under the Security Agreement and the Trademark Security Agreement were fully paid and satisfied in 2004, but the release of Releasor’s interest was never recorded in the PTO; and

WHEREAS, Releasor and RLI now desire to record the release of lien in the Trademarks in the PTO and, in furtherance thereof, are executing this Release.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agrees as follows:

1. Release of Lien. Releasor hereby confirms the release of and hereby releases its grant and assignment in the Trademarks listed on Exhibit A hereto, and the goodwill symbolized by and connected with the use thereof, and any causes of action for enforcement and any damages and other proceeds in respect of such Trademarks, and hereby reassigns any and all right, title and interest in the foregoing to RLI.

2. Further Assurances. This Release may be recorded by RLI with the PTO, the United States Copyright Office and any other similar office or agency throughout the world. Releasor also agrees, if reasonably requested by RLI and solely RLI's expense, to execute any other documents and take any further action reasonably necessary to effect the intent and purpose of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Releasor has duly executed this RELEASE OF LIEN IN TRADEMARKS as of the day and year first written above.

UNION BANK OF CALIFORNIA, N.A.

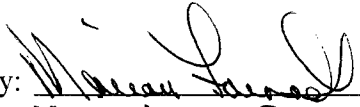
By: 
Name: Mattan Fornadley
Title: v.p.

Exhibit A to Release of Lien in Trademarks

U.S. Trademarks

<u>Mark</u>	<u>(Application No.) /Registration No.</u>	<u>(Filing) Registration Date</u>
ALPHASYNC	(75/684,632)	(4/16/99)
ALPHAUPDATER	(75/684,472)	(4/16/99)
ALPHASMART	1,820,498	2/8/94
TURBOTRANSFER	2,558,868	4/9/02
ALPHAHUB	2,586,435	6/25/02
PULSAR	2,755,376	4/4/02
ALPHAQUIZ	2,753,431	8/19/03