

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Lien Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Renaissance Learning, Inc.		10/19/2011	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Royal Bank of Canada
<b>Street Address:</b>	20 King Street West
<b>Internal Address:</b>	4th Floor, South Tower
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5H 1C4
<b>Entity Type:</b>	Chartered Bank: CANADA

**PROPERTY NUMBERS Total: 59**

Property Type	Number	Word Mark
Registration Number:	3976803	AR
Registration Number:	3952492	SET POINT
Registration Number:	3219180	THE BETTER LAPTOP FOR SCHOOLS
Registration Number:	3160808	RENAISSANCE RESPONDER
Registration Number:	3122161	RENAISSANCE CLASSROOM RESPONSE SYSTEM
Registration Number:	3240509	
Registration Number:	3091568	SPANISH IN A FLASH
Registration Number:	3032269	ACCELERATED READER
Registration Number:	3031848	ACCELERATED READER
Registration Number:	3118205	
Registration Number:	3110377	RENAISSANCE PLACE
Registration Number:	3002809	ENGLISH IN A FLASH
Registration Number:	2920696	MEDIA WEAVER

**CH \$1490.00 3976803**

Registration Number:	3159746	READ NOW
Registration Number:	3812082	DEEP (DEVELOPING ENDURING EXCELLENCE THROUGH PARTNERSHIP) CAPACITY
Registration Number:	3905114	STAR CONSTELLATION
Registration Number:	3808191	DEEP CAPACITY
Registration Number:	3703394	RENAISSANCE HOME CONNECT
Registration Number:	3713243	SUCCESSFUL READER
Registration Number:	3758567	NEO TEXT2SPEECH
Registration Number:	3536427	READ ON!
Registration Number:	3552697	WRITE ON!
Registration Number:	3446234	NEO 2
Registration Number:	3387860	FLUENT READER
Registration Number:	3776634	NEO
Registration Number:	2583607	STAR EARLY LITERACY
Registration Number:	2726921	POWER LESSONS
Registration Number:	2586435	ALPHAHUB
Registration Number:	2822820	
Registration Number:	3096006	ASSESSMENTMASTER
Registration Number:	2738640	MATHFACTS IN A FLASH
Registration Number:	2712060	ACCELERATED VOCABULARY
Registration Number:	2712011	ACCELERATED WRITER
Registration Number:	2805300	RENAISSANCE LEARNING
Registration Number:	2817798	ATOS
Registration Number:	2657737	RENAISSANCE
Registration Number:	2753431	ALPHAQUIZ
Registration Number:	2643369	TESTCHECK
Registration Number:	2474008	ACCELSCAN
Registration Number:	2488119	AR
Registration Number:	2411178	
Registration Number:	2310695	AR BOOKGUIDE
Registration Number:	2317137	STAR READING
Registration Number:	2357943	STAR MATH
Registration Number:	2364852	ACCELERATED MATH
Registration Number:	2283636	MATH RENAISSANCE
Registration Number:	1985005	READING RENAISSANCE

Registration Number:	2011339	ACCELERATED READER
Registration Number:	1820498	ALPHASMART
Registration Number:	1426917	READ NOW
Registration Number:	2738719	ACCELTEST
Registration Number:	2439080	SCHOOL RENAISSANCE
Serial Number:	85242286	RENAISSANCE SCHOOL IMPROVEMENT
Serial Number:	85144155	SET POINT
Serial Number:	85095902	RENAISSANCE LIGHTHOUSE PROGRAM
Serial Number:	85095900	RENAISSANCE LIGHTHOUSE SCHOOL
Serial Number:	85375001	RENAISSANCE SCHOOL EXCELLENCE
Serial Number:	85304538	RENAISSANCE SCHOOL IMPROVEMENT PROGRAM
Serial Number:	77479102	AR

**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.*

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

**DOMESTIC REPRESENTATIVE**

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

**NAME OF SUBMITTER:**

Ken Kumayama

**Signature:**

/Ken Kumayama/

**Date:**

10/27/2011

**Total Attachments: 10**

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**TRADEMARK**  
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## FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of October 19, 2011 (the "First Lien Trademark Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of ROYAL BANK OF CANADA, as first lien collateral agent (in such capacity, the "First Lien Collateral Agent") for the Lenders, as defined in the First Lien Credit Agreement, (in such capacity, the "Assignee").

### W I T N E S S E T H:

WHEREAS, the Grantors are party to that certain First Lien Pledge and Security Agreement dated as of October 19, 2011 (the "First Lien Pledge and Security Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the First Lien Collateral Agent, the First Lien Administrative Agent and the Lenders to enter into the First Lien Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the First Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the First Lien Pledge and Security Agreement. For purposes of this First Lien Trademark Security Agreement, the term "Trademarks" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all registrations and applications filed in connection therewith, including registrations and applications in the PTO (or any similar offices in any other country or any State of the United States ), and all extensions or renewals thereof, including, in the case of any Grantor, any of the foregoing set forth next to its name on Schedule 1 hereto, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the First Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title

or interest (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to or term “Trademark Collateral” include: (A) any asset or property right of Grantor of any nature if the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of such asset or property right or such Grantor’s loss of use of such asset or property right or (ii) a breach, termination or default under any lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any successor provision or provisions) of the Uniform Commercial Code of any relevant jurisdiction as from time to time in effect (the “UCC”) or any other applicable law (including the Bankruptcy Code) or principles of equity) to which such Grantor is party; (B) any asset or property right of Grantor of any nature to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law or principles of equity); and (C) any intent-to-use applications for trademarks or service marks filed in the PTO pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

SECTION 3. First Lien Pledge and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the First Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement. In the event that any provision of this First Lien Trademark Security Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this First Lien Trademark Security Agreement.

SECTION 5. Termination. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the First Lien Credit Agreement) have been paid in full

in cash, (ii) all Commitments have terminated or expired and (iii) the Letter of Credit Usage has been reduced to zero (or cash collateralized in a manner reasonably satisfactory to the Issuing Bank or back-stopped by a Letter of Credit in form and substance reasonably satisfactory to the Issuing Bank) and the Issuing Bank has no further obligation to issue or amend Letters of Credit under the First Lien Credit Agreement.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.19 of the First Lien Credit Agreement.

In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the First Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the First Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the First Lien Collateral Agent.

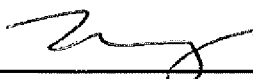
**SECTION 6. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

**SECTION 7. Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or other electronic transmission (including PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the First Lien Administrative Agent and the First Lien Collateral Agent.

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IN WITNESS WHEREOF, each Grantor has caused this FIRST LIEN  
TRADEMARK SECURITY AGREEMENT to be executed and delivered by its duly authorized  
officer as of the date first above written.

RENAISSANCE LEARNING, INC.

By:   
Name: NIC VOLDI  
Title: TREASURER

[Signature page to First Lien Trademark Security Agreement]

TRADEMARK  
REEL: 004649 FRAME: 0323



Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By:   
Name: \_\_\_\_\_  
Title: Ann Hurley  
Manager, Agency

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature page to First Lien Trademark Security Agreement]

## TRADEMARKS

## Trademark Registrations and Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Date of Appl./Reg.</u>	<u>Type</u>	<u>Mark</u>
Renaissance Learning, Inc.	USA	85242286		02/15/2011	Word	Renaissance School Improvement
Renaissance Learning, Inc.	USA	85144155		10/04/2010	Word	SetPoint
Renaissance Learning, Inc.	USA	85095902		07/29/2010	Word	Renaissance Lighthouse Program
Renaissance Learning, Inc.	USA	85095900		07/29/2010	Word	Renaissance Lighthouse School
Renaissance Learning, Inc.	USA	85375001		07/19/2011	Word	Renaissance School Excellence
Renaissance Learning, Inc.	USA	85028815	3976803	06/14/2011	Word	AR
Renaissance Learning, Inc.	USA	85304538		04/26/2011	Word	Renaissance School Improvement Program
Renaissance Learning, Inc.	USA	85029004	3952492	04/26/2011	Word	Set Point <sup>1</sup>
Renaissance Learning, Inc.	USA	78879442	3219180	03/13/2007	Word	The Better Laptop for Schools
Renaissance Learning, Inc.	USA	78635672	3160808	10/17/2006	Word	Renaissance Responder
Renaissance Learning, Inc.	USA	78635670	3122161	07/25/2006	Word	Renaissance Classroom Response System
Renaissance Learning, Inc.	USA	78572204	3240509	05/08/2007	Design	Pyramid Design
Renaissance Learning, Inc.	USA	78547052	3091568	05/09/2006	Word	Spanish in a Flash
Renaissance Learning, Inc.	USA	78541018	3032269	12/20/2005	Word	Accelerated Reader
Renaissance Learning, Inc.	USA	78489783	3031848	12/20/2005	Word	Accelerated Reader
Renaissance Learning, Inc.	USA	78484675	3118205	07/18/2006	Design	Pyramid Design
Renaissance Learning, Inc.	USA	78482349	3110377	06/27/2006	Word	Renaissance Place
Renaissance Learning, Inc.	USA	78353197	3002809	09/27/2005	Word	English in a Flash
Renaissance Learning, Inc.	USA	78292209	2920696	01/25/2005	Word and Design	Media Weaver and design
Renaissance Learning, Inc.	USA	78259499	3159746	10/17/2006	Word	Read Now
Renaissance Learning, Inc.	USA	77788147	3812082	06/29/2010	Word	DEEP (Developing Enduring Excellence Through Partnership) Capacity

<sup>1</sup> Joint owner: JBHM Educational Group LLC

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Renaissance Learning, Inc.	USA	77766896	3905114	01/11/2011	Word	STAR Constellation
Renaissance Learning, Inc.	USA	77714096	3808191	06/22/2010	Word	DEEP Capacity
Renaissance Learning, Inc.	USA	77640710	3703394	10/27/2009	Word	Renaissance Home Connect
Renaissance Learning, Inc.	USA	77629649	3713243	11/17/2009	Word	Successful Reader
Renaissance Learning, Inc.	USA	77551524	3758567	03/09/2010	Word	NEO Text2Speech
Renaissance Learning, Inc.	USA	77479102		05/20/2008	Word	AR
Renaissance Learning, Inc.	USA	77410918	3536427	11/25/2008	Word	Read On!
Renaissance Learning, Inc.	USA	77276781	3552697	12/30/2008	Word	Write On!
Renaissance Learning, Inc.	USA	77189655	3446234	06/10/2008	Word	NEO 2
Renaissance Learning, Inc.	USA	77119490	3387860	02/26/2008	Word	Fluent Reader
Renaissance Learning, Inc.	USA	77101346	3776634	04/20/2010	Word	NEO
Renaissance Learning, Inc.	USA	76145643	2583607	06/18/2002	Word	STAR Early Literacy
Renaissance Learning, Inc.	USA	76435322	2726921	06/17/2003	Word	Power Lessons
Renaissance Learning, Inc.	USA	76130253	2586435	6/25/2002	Word	AlphaHub
Renaissance Learning, Inc.	USA	76509642	2822820	03/16/2004	Design	STAR Design
Renaissance Learning, Inc.	USA	76508273	3096006	05/23/2006	Word	AssessmentMaster
Renaissance Learning, Inc.	USA	76435322	2726921	06/17/2003	Word	Power Lessons
Renaissance Learning, Inc.	USA	76357329	2738640	07/15/2003	Word	MathFacts in a Flash
Renaissance Learning, Inc.	USA	76323933	2712060	04/29/2003	Word	Accelerated Vocabulary
Renaissance Learning, Inc.	USA	76299005	2712011	04/29/2003	Word	Accelerated Writer
Renaissance Learning, Inc.	USA	76192014	2805300	01/13/2004	Word	Renaissance Learning
Renaissance Learning, Inc.	USA	76135215	2817798	02/24/2004	Word	ATOS
Renaissance Learning, Inc.	USA	76001151	2657737	12/10/2002	Word	Renaissance
Renaissance Learning, Inc.	USA	75793418	2753431	08/19/2003	Word	AlphaQuiz
Renaissance Learning, Inc.	USA	75753598	2643369	10/29/2002	Word	TestCheck
Renaissance Learning, Inc.	USA	75546208	2474008	07/31/2001	Word	AccelScan
Renaissance Learning, Inc.	USA	75546206	2488119	09/11/2001	Word	AR
Renaissance Learning, Inc.	USA	75543426	2411178	12/05/2000	Design	Accelerated Design
Renaissance Learning, Inc.	USA	75483532	2310695	01/25/2000	Word	AR BookGuide
Renaissance Learning, Inc.	USA	75427534	2317137	02/08/2000	Word	STAR Reading
Renaissance Learning, Inc.	USA	75251592	2357943	06/13/2000	Word	STAR Math
Renaissance Learning, Inc.	USA	75251590	2364852	07/04/2000	Word	Accelerated Math
Renaissance Learning, Inc.	USA	75237877	2283636	10/05/1999	Word	Math Renaissance
Renaissance Learning, Inc.	USA	74550376	1985005	07/09/1996	Word	Reading Renaissance
Renaissance Learning, Inc.	USA	74546193	2011339	10/29/1996	Word	Accelerated Reader
Renaissance Learning, Inc.	USA	74290351	1820498	02/08/1994	Word	AlphaSmart
Renaissance Learning, Inc.	USA	73598480	1426917	01/27/1987	Word	Read Now

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Renaissance Learning, Inc.	USA	76373390	2738719	07/15/2003	Word	ACCELTST
Renaissance Learning, Inc.	USA	75589127	2439080	03/27/2001	Word	SCHOOL RENAISSANCE
Renaissance Learning, Inc.	UK		2245737	07/13/2001	Word	Renaissance
Renaissance Learning, Inc.	UK		2256258	01/11/2002	Word	STAR Maths
Renaissance Learning, Inc.	UK		2284764	03/21/2003	Word	Reading Renaissance
Renaissance Learning, Inc.	UK		2284765	03/21/2003	Word	Maths Renaissance
Renaissance Learning, Inc.	UK		2290370	10/18/2002	Word	Accelerated Writer
Renaissance Learning, Inc.	UK		2523409	12/11/2009	Word	NEO 2
Renaissance Learning, Inc.	UK		2523410	12/11/2009	Word	NEO
Renaissance Learning, Inc.	UK		2542101	07/02/2010	Word and Design	Read to a Million Kids and design
Renaissance Learning, Inc.	Benelux	1102223	793802	2/23/2006	Word	renlearn
Renaissance Learning, Inc.	EU		004360616	08/17/2006	Design	Pyramid design
Renaissance Learning, Inc.	EU		005636601	02/04/2008	Word	2Know!
Renaissance Learning, Inc.	EU		004237971	01/25/2006	Word and Design	Accelerated Math and design
Renaissance Learning, Inc.	EU		004237756	01/25/2006	Word and Design	Accelerated Reader and design
Renaissance Learning, Inc.	EU		004237715	01/25/2006	Word	AccelScan
Renaissance Learning, Inc.	EU		000421396	08/10/1999	Word	AlphaSmart
Renaissance Learning, Inc.	EU		001424845	03/26/2001	Word	AlphaWord
Renaissance Learning, Inc.	EU		004237939	01/25/2006	Word and Design	Math Renaissance and design
Renaissance Learning, Inc.	EU		004669065	09/21/2006	Word	Renaissance Classroom Response System
Renaissance Learning, Inc.	EU		004237822	01/25/2006	Word	Renaissance Learning
Renaissance Learning, Inc.	EU		004237905	01/25/2006	Word and Design	Renaissance Place and design
Renaissance Learning, Inc.	EU		004668984	08/31/2006	Word	Renaissance Responder
Renaissance Learning, Inc.	EU		006318604	08/29/2008	Word	STAR Reading
Renaissance Learning, Inc.	Australia		860559	12/14/2000	Word	Renaissance Learning
Renaissance Learning, Inc.	Australia		804944	08/25/1999	Word and Design	Accelerated and design
Renaissance Learning, Inc.	Australia		863555	01/19/2001	Word	Accelerated Maths
Renaissance Learning, Inc.	Australia		863556	01/19/2001	Word	Accelerated Reader
Renaissance Learning, Inc.	Australia		867029	02/22/2001	Word	STAR Reading
Renaissance Learning, Inc.	Australia		867028	02/22/2001	Word	STAR Maths

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Renaissance Learning, Inc.	Canada	1407991	TMA802070	07/13/2011	Word	NeoText2Speech
Renaissance Learning, Inc.	Canada	1348815	TMA728888	11/20/2008	Word	Neo 2
Renaissance Learning, Inc.	Canada	1334406	TMA705719	01/25/2008	Word	Neo
Renaissance Learning, Inc.	Canada	1397141	TMA755863	12/21/2009	Word	AR
Renaissance Learning, Inc.	Canada	1330079	TMA703213	12/14/2007	Word	2Know!
Renaissance Learning, Inc.	Canada	1246376	TMA667787	07/14/2006	Word	Read Now
Renaissance Learning, Inc.	Canada	1245018	TMA664571	05/17/2006	Word	STAR Math
Renaissance Learning, Inc.	Canada	1186509	TMA695050	08/29/2007	Word	Better Data, Better Learning
Renaissance Learning, Inc.	Canada	1139576	TMA613743	06/28/2004	Word	Renaissance Place
Renaissance Learning, Inc.	Canada	1136310	TMA608192	04/21/2004	Word	Accelerated Math
Renaissance Learning, Inc.	Canada	1259592	TMA670874	08/23/2006	Word	Renaissance Classroom Response System
Renaissance Learning, Inc.	Canada	1259591	TMA670873	08/23/2006	Word	Renaissance Responder
Renaissance Learning, Inc.	Canada	1245656	TMA667670	07/14/2006	Word	English in a Flash
Renaissance Learning, Inc.	Canada	1140600	TMA608532	04/26/2004	Word	STAR Reading
Renaissance Learning, Inc.	Canada	1138899	TMA611532	05/31/2004	Word	Reading Renaissance
Renaissance Learning, Inc.	Canada	1138898	TMA619816	09/16/2004	Word	Math Renaissance
Renaissance Learning, Inc.	Canada	1138896	TMA608666	04/27/2004	Word	Fluent Reader
Renaissance Learning, Inc.	Canada	1136312	TMA608191	04/21/2004	Word	AccelScan
Renaissance Learning, Inc.	Canada	1139579	TMA610724	05/19/2004	Word	Renaissance
Renaissance Learning, Inc.	Canada	1128419	TMA612904	06/16/2004	Word	Accelerated Writer
Renaissance Learning, Inc.	Canada	1047371	TMA559913	04/04/2002	Word	SmartApplet
Renaissance Learning, Inc.	Canada	0835647	TMA545718	05/28/2001	Word	The Accelerated Reader
Renaissance Learning, Inc.	Canada	1258666	TMA671691	08/30/2006	Word	Accelerated Reader
Renaissance Learning, Inc.	Canada	1139577	TMA611154	05/26/2004	Word	StandardsMaster
Renaissance Learning, Inc.	Canada	1139575	TMA611146	05/26/2004	Word	School Renaissance
Renaissance Learning, Inc.	Canada	1138897	TMA621542	10/04/2004	Word	MathFacts in a Flash
Renaissance Learning, Inc.	Canada	1136314	TMA609347	05/04/2004	Word	AR
Renaissance Learning, Inc.	Canada	1423195	TMA774100	08/10/2010	Word	Renaissance Home Connect
Renaissance Learning, Inc.	Canada	1421242	TMA782893	11/19/2010	Word	Successful Reader
Renaissance Learning, Inc.	Canada	1245671	TMA671140	08/25/2006	Design	Pyramid Design
Renaissance Learning, Inc.	Canada	1136313	TMA608190	04/21/2004	Word	AR BookGuide
Renaissance Learning, Inc.	Canada	1136311	TMA621615	10/04/2004	Word	AccelTest
Renaissance Learning, Inc.	Canada	1121515	TMA598041	12/18/2003	Word	Accelerated Reader
Renaissance Learning, Inc.	Canada	1186508	TMA626483	11/24/2004	Word	TestCheck
Renaissance Learning, Inc.	Canada	1032748	TMA551302	09/21/2001	Word	TurboTransfer
Renaissance Learning, Inc.	Canada	1140598	TMA613283	06/21/2004	Word	STAR Early Literacy

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Renaissance Learning, Inc.	Canada	1139581	TMA642059	06/15/2005	Word	Renaissance Learning
Renaissance Learning, Inc.	Canada	1536592		07/20/2011	Word	Renaissance School Excellence
Renaissance Learning, Inc.	Canada	1525059		04/26/2011	Word	Renaissance School Improvement Program
Renaissance Learning, Inc.	Canada	1490606		07/29/2010	Word	Renaissance Lighthouse School
Renaissance Learning, Inc.	Canada	1498619		10/05/2010	Word	Set Point <sup>2</sup>
Renaissance Learning, Inc.	Canada	1490605		07/29/2010	Word	Renaissance Lighthouse Program
Renaissance Learning, Inc.	Canada	145433		10/15/2009	Word	DEEP (Developing Enduring Excellence Through Partnership) Capacity
Renaissance Learning, Inc.	Canada	1422264		12/17/2008	Word	Successful Math
Renaissance Learning, Inc.	Canada	145351		10/14/2009	Word	DEEP Capacity
Renaissance Learning, Inc.	Canada	1445018		07/16/2009	Word	Set Point <sup>3</sup>
Renaissance Learning, Inc.	Canada	1435167		04/20/2009	Word	Top Plan
Renaissance Learning, Inc.	Canada	1434994		04/17/2009	Word	STAR Standards
Renaissance Learning, Inc.	Canada	1515397		02/15/2011	Word	Renaissance School Improvement
Renaissance Learning, Inc.	Canada	1442693		07/25/2009	Word	STAR Constellation
Renaissance Learning, Inc.	New Zealand		621735	03/01/2001	Word	STAR Reading
Renaissance Learning, Inc.	New Zealand		621737	03/01/2001	Word	STAR Maths
Renaissance Learning, Inc.	Mexico	288051	626529	09/30/1999	Word	The Accelerated Reader
Renaissance Learning, Inc.	Mexico	297754	588198	09/29/1998	Word	AlphaSmart
Renaissance Learning, Inc.	Mexico	951891	1055870	08/25/2008	Word	ACCELERATED MATH
Renaissance Learning, Inc.	Mexico	951889	1055869	08/25/2008	Word	STAR EARLY LITERACY
Renaissance Learning, Inc.	Mexico	951892	1055871	08/25/2008	Word	STAR MATH
Renaissance Learning, Inc.	Mexico	951887	1055868	08/25/2008	Word	STAR READING
Renaissance Learning, Inc.	Brazil		819954977	09/28/1999	Word	ALPHASMART
Renaissance Learning, Inc.	Chile	806253	822645	03/24/2008	Word	ALPHASMART

<sup>2</sup> Joint owner: JBHM Educational Group LLC

<sup>3</sup> Joint owner: JBHM Educational Group LLC