

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renaissance Learning, Inc.		11/14/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	2911 Peach Street		
City:	Wisconsin Rapids		
State/Country:	WISCONSIN		
Postal Code:	54495		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2161511	RR READING RENAISSANCE	
Serial Number:	85728431	ACCELERATED MATH LIVE	
Serial Number:	85728422	ACCELERATED READER ENTERPRISE	
Serial Number:	85463419	CORE PROGRESS	
Serial Number:	85769250	RENAISSANCE LEARNING	
Serial Number:	85612999	STAR	
Serial Number:	85728442	STAR EARLY LITERACY ENTERPRISE	
Serial Number:	85728420	STAR ENTERPRISE	
Serial Number:	85728428	STAR MATH ENTERPRISE	
Serial Number:	85728423	STAR READING ENTERPRISE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

OP \$265.00 2161511

Email: daniel.cote@thomsonreuters.com  
Correspondent Name: Robin Riley  
Address Line 1: 75 East 55th Street  
Address Line 2: Paul Hastings LLP  
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Robin Riley
Signature:	/daniel cote thomsonreuters/
Date:	11/21/2012

**Total Attachments: 7**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Renaissance Learning, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Wisconsin
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 2911 Peach Street

City: Wisconsin Rapids

State: WI

Country: USA Zip: 54495

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canadian
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) November 14, 2012

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

**A. Trademark Application No.(s)**

See attached Schedule I.

**B. Trademark Registration No.(s)**

See attached Schedule I.

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Robin Riley

Internal Address: Paul Hastings LLP

Street Address: 75 East 55th Street

City: New York

State: NY Zip: 10022

Phone Number: 212-318-6493

Fax Number: 212-319-4090

Email Address: robinriley@paulhastings.com

**6. Total number of applications and registrations involved:**

10

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

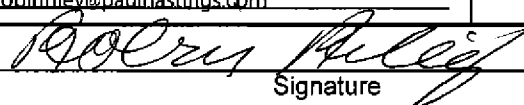
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**



Signature

November 16, 2012

Date

Robin Riley

Name of Person Signing

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

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2012 (the "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 collateral agent (in such capacity, the "Collateral Agent") for the Lenders, as defined in the 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 Pledge and Security Agreement dated as of November 13, 2012 (the "Pledge and Security Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, the Administrative Agent and the Lenders to enter into the 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 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 Pledge and Security Agreement. For purposes of this 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 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. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the 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 Pledge and Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this 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 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 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 Credit Agreement.

In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the 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 Collateral Agent pursuant to this Section shall be without recourse to or warranty by the 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 Administrative Agent and the Collateral Agent.

[Remainder of This Page Intentionally Left Blank.]

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

RENAISSANCE LEARNING, INC., as Assignor


By: May T Minch  
Name: May T Minch  
Title: CFO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004905 FRAME: 0123**

Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By:   
Name: Renuka Gnanaswaran  
Title: Manager, Agency

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



**TRADEMARKS**Trademark Registrations and Applications

<b>Trademark</b>	<b>Reg. No. (Appl. No.)</b>	<b>Reg. Date (Appl. Date)</b>	<b>Owner</b>
Accelerated Math Live	(85728431)	(9/13/2012)	Renaissance Learning, Inc.
Accelerated Reader Enterprise	(85728422)	(9/13/2012)	Renaissance Learning, Inc.
Core Progress	(85463419)	(11/3/2011)	Renaissance Learning, Inc.
RR Reading Renaissance and Design	2161511	6/2/1998	Renaissance Learning, Inc.
Renaissance Learning and Design	(85769250)	(11/1/2012)	Renaissance Learning, Inc.
STAR and Design	(85612999)	(5/1/2012)	Renaissance Learning, Inc.
Star Early Literacy Enterprise	(85728442)	(9/13/2012)	Renaissance Learning, Inc.
Star Enterprise	(85728420)	(9/13/2012)	Renaissance Learning, Inc.
Star Math Enterprise	(85728428)	(9/13/2012)	Renaissance Learning, Inc.
Star Reading Enterprise	(85728423)	(9/13/2012)	Renaissance Learning, Inc.