

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RENAISSANCE LEARNING, INC.		11/14/2013	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	20 King Street West, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Canadian chartered bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	4064085	SUBTEXT
Registration Number:	4309692	SUBTEXT
Serial Number:	86103358	STAR CUSTOM
Serial Number:	86036820	APERIO
Serial Number:	85974806	SUBTEXT
Serial Number:	85930191	LEARNALYTICS
Serial Number:	85866119	CRAE
Serial Number:	85814515	CENTER FOR RESEARCH ON ACADEMIC EXCELLEN
Registration Number:	4335030	AR BOOKFINDER

CORRESPONDENCE DATA

Fax Number: 2136270705
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 213.683.5698
 Email: MinetteTayco@paulhastings.com

900272049

**TRADEMARK
 REEL: 005154 FRAME: 0905**

CH \$240.00 4064085

Correspondent Name: Minette M. Tayco, c/o Paul Hastings LLP
Address Line 1: 515 S. Flower Street, 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER: RBC(78436.2):TR 1ST LIEN

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Minette M. Tayco

Signature: /Minette M. Tayco/

Date: 11/15/2013

Total Attachments: 8

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 14, 2013 (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 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 Second Amended and Restated Pledge and Security Agreement (First Lien) dated as of November 14, 2013 (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. As security for the payment and performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under any and all of the following assets 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”):

(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 successor provision or provisions thereof 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.

[Remainder of This Page Intentionally Left Blank.]

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.,

as Grantor

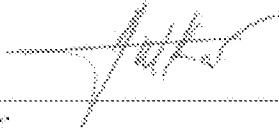
By: Mary T Minch

Name: Mary T Minch

Title: CFO

Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By: 
Name: _____
Title: **Rodica Dutka**
Manager, Agency

TRADEMARKSTrademark Registrations and Applications

<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Date of (Appl./Reg.)</u>	<u>Type</u>	<u>Mark</u>
USA	78944751	4064085	11/29/2011	Word	Subtext
USA	85335341	4309692	03/26/2013	Word	Subtext
United States	86103358		(10/28/2013)		STAR CUSTOM
United States	86036820		(08/13/2013)		APERIO
United States	85974806		(07/01/2013)		SUBTEXT
United States	85930191		(05/13/2013)		LEARNALYTICS
United States	85866119		(03/04/2013)		CRAE
United States	85814515		(01/03/2013)		CENTER FOR RESEARCH ON ACADEMIC EXCELLENCE
United States	85807482	4335030	05/14/2013		AR BOOKFINDER
Canada	163967400		(08/15/2013)		APERIO
Canada	163383700		(07/04/2013)		SUBTEXT
Canada	163383800		(07/04/2013)		SUBTEXT Design
Canada	162646900		(05/13/2013)		LEARNALYTICS
Canada	161677100		(03/05/2013)		CRAE & Design
Canada	161161300		(01/28/2013)		ATOS
Canada	160872200		(01/04/2013)		CENTER FOR RESEARCH ON ACADEMIC EXCELLENCE
Canada	160773700		(12/20/2012)		AR BOOKFINDER
Canada	160112500		(11/05/2012)		RENAISSANCE LEARNING & Design
European Community	11814175		(05/14/2013)		LEARNALYTICS

<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Date of (Appl./Reg.)</u>	<u>Type</u>	<u>Mark</u>
European Community	11320405	11320405	04/12/2013		RENAISSANCE LEARNING
South Korea	40-2013-0053189		(08/07/2013)		STAR EARLY LITERACY
South Korea	40-2013-0053186		(08/07/2013)		ACCELERATED READER
South Korea	40-2013-0053185		(08/07/2013)		ACCELERATED MATH LIVE
South Korea	40-2013-0053187		(08/07/2013)		STAR READING
South Korea	40-2013-0053188		(08/07/2013)		STAR MATH
South Korea	45-2013-0000277		(01/16/2013)		RENAISSANCE LEARNING
South Korea	41-2013-0001741		(01/16/2013)		ATOS
South Korea	45-2013-0000276		(01/16/2013)		RENAISSANCE LEARNING
South Korea	40-2013-0001894		(01/16/2013)		AR BOOKFINDER
South Korea	40-2012-0079260		(12/21/2012)		ACCELERATED READER
South Korea	40-2012-0079261		(12/21/2012)		STAR READING
South Korea	40-2012-0079262		(12/21/2012)		ACCELERATED MATH
South Korea	40-2012-0079264		(12/21/2012)		STAR EARLY LITERACY
South Korea	40-2012-0079266		(12/21/2012)		ENGLISH IN A FLASH
South Korea	40-2012-0079265		(12/21/2012)		MATHFACTS IN A FLASH
South Korea	40-2012-0079263	4009997820000	10/08/2013		STAR MATH

<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Reg. No.</u>	<u>Date of (Appl./Reg.)</u>	<u>Type</u>	<u>Mark</u>
New Zealand	274784	274784	01/08/1999		ALPHASMART