

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM300952

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		04/09/2014	CORPORATION: CANADA

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: 10

Property Type	Number	Word Mark
Serial Number:	85728431	ACCELERATED MATH LIVE
Serial Number:	85728422	ACCELERATED READER ENTERPRISE
Serial Number:	85463419	CORE PROGRESS
Registration Number:	2161511	RR READING RENAISSANCE
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: 8004947512

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

Phone: 2023704761

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005 **TRADEMARK**

ATTORNEY DOCKET NUMBER:	F149292
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	04/09/2014
Total Attachments: 4 source=#85793987v1 - (Trademark Release filing 2012)#page2.tif source=#85793987v1 - (Trademark Release filing 2012)#page3.tif source=#85793987v1 - (Trademark Release filing 2012)#page4.tif source=#85793987v1 - (Trademark Release filing 2012)#page5.tif	

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is dated as of April 9, 2014 by ROYAL BANK OF CANADA, a Canadian chartered bank located at 20 King Street West, 4th Floor, Toronto, Canada M5H 1C4, acting in the capacity of collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, the "Assignor"), in favor of Renaissance Learning, Inc., a Wisconsin corporation, located at 2911 Peach Street P.O. Box 8036, Wisconsin Rapids, WI 54495 (the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignee is a party to that certain Pledge and Security Agreement, dated as of November 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Assignor pursuant to which the Assignee executed and delivered the Trademark Security Agreement, dated as of November 14, 2012 (the "Trademark Security Agreement"), which was recorded with the United States Patent and Trademark Office ("PTO") on November 21, 2012, at Reel 4905 and Frame 0117;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Assignee granted to the Assignor for the benefit of the Secured Parties a security interest in all of the following Collateral of the Assignee owned as of the execution of the Trademark Security Agreement or at any time thereafter acquired by the Assignee or in which the Assignee had at the time of the execution of the Trademark Security Agreement or at any time thereafter any right, title or interest: (a) all Trademarks (as defined below) of the Assignee, including, without limitation, the registered and applied-for Trademarks listed on Schedule 1 attached hereto and (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing (collectively, the "Trademark Collateral"), as collateral security for the payment and performance, as the case may be, of the Secured Obligations; and

WHEREAS, the Obligations have been fully repaid by the Assignee and all the Commitments have been terminated or expired and the Assignor is obligated to terminate and release its security interest in the Trademark Collateral.

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

1. Definitions. For purposes of this Release, the term "Trademarks" means, 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 any of the foregoing set forth 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. Unless otherwise specified herein, all other capitalized terms used but not expressly defined herein shall have the meanings given to them in the Trademark Security Agreement.

2. Release of Security Interest. The Assignor hereby releases, terminates, and discharges the entirety of its security interest in all of the Assignee's rights, title and interest in, to and under the Trademark Collateral, granted pursuant to the Trademark Security Agreement and/or the Security Agreement and any right, title or interest of the Assignor in such security interest, if any, shall hereby terminate, cease and become void.

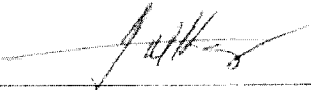
3. Filing of the Release. The Assignor hereby authorizes the filing of this Release in the PTO by the Assignee (or the Assignee's designee), at the Assignee's sole cost and expense. The Assignor agrees to duly execute and deliver any further documents as may be reasonably necessary and efficacious to effect the release of the security interest granted pursuant to the Trademark Security Agreement as contemplated hereby.

4. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this TERMINATION AND
RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed by its duly
authorized officer as of the date first set forth above.

ROYAL BANK OF CANADA

By: 

Name:

Rodica Dutka

Title:

Manager, Agency

[SIGNATURE PAGE TO RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005257 FRAME: 0463

TRADEMARKSTrademark Registrations and Applications

Trademark	Reg. No. (Appl. No.)	Reg. Date (Appl. Date)	Owner
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.