TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301036

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement (Second Lien)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Renaissance Learning, Inc.		04/09/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	101 N. Tryon St.
Internal Address:	One Independence Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Serial Number:	86174494	ACCELERATED LITERACY
Registration Number:	2364852	ACCELERATED MATH
Serial Number:	86211949	ACCELERATED MATH FLUENCY
Registration Number:	4424206	ACCELERATED MATH LIVE
Serial Number:	86195373	ACCELERATED NUMERACY
Registration Number:	3032269	ACCELERATED READER
Registration Number:	2011339	ACCELERATED READER
Registration Number:	4409886	ACCELERATED READER ENTERPRISE
Registration Number:	2712060	ACCELERATED VOCABULARY
Registration Number:	2712011	ACCELERATED WRITER
Registration Number:	2474008	ACCELSCAN
Registration Number:	2738719	ACCELTEST
Registration Number:	2586435	ALPHAHUB
Registration Number:	2753431	ALPHAQUIZ
Registration Number:	1820498	ALPHASMART
Serial Number:	86036820	APERIO
Registration Number:	3976803	AR
Registration Number:	4280078	AR
Registration Number:	2488119	AR

OP $1965.00 86174494

Property Type	Number	Word Mark
Registration Number:	4335030	AR BOOKFINDER
Registration Number:	2310695	AR BOOKGUIDE
Registration Number:	2817798	ATOS
Registration Number:	4289941	CORE PROGRESS
Serial Number:	85866119	CRAE
Registration Number:	3812082	DEEP (DEVELOPING ENDURING EXCELLENCE THR
Registration Number:	3808191	DEEP CAPACITY
Registration Number:	2411178	
Serial Number:	86124557	
Serial Number:	86124561	
Serial Number:	86125621	
Registration Number:	3240509	
Registration Number:	3118205	
Serial Number:	86124564	
Registration Number:	2822820	
Registration Number:	3002809	ENGLISH IN A FLASH
Registration Number:	3387860	FLUENT READER
Serial Number:	85930191	LEARNALYTICS
Registration Number:	2283636	MATH RENAISSANCE
Registration Number:	2738640	MATHFACTS IN A FLASH
Registration Number:	2920696	MEDIA WEAVER
Registration Number:	3776634	NEO
Registration Number:	3446234	NEO 2
Registration Number:	3758567	NEO TEXT2SPEECH
Registration Number:	2726921	POWER LESSONS
Serial Number:	86154545	PROGRESS PULSE
Serial Number:	86167425	PROGRESS PULSE
Registration Number:	3159746	READ NOW
Registration Number:	1426917	READ NOW
Registration Number:	3536427	READ ON!
Registration Number:	1985005	READING RENAISSANCE
Registration Number:	2657737	RENAISSANCE
Registration Number:	3703394	RENAISSANCE HOME CONNECT
Registration Number:	2805300	RENAISSANCE LEARNING
Registration Number:	4404747	RENAISSANCE LEARNING
Serial Number:	85095900	RENAISSANCE LIGHTHOUSE SCHOOL
Registration Number:	3110377	RENAISSANCE PLACE
Registration Number:	3160808	RENAISSANCE RESPONDER
Registration Number:	4189260	RENAISSANCE SCHOOL EXCELLENCE

Property Type	Number	Word Mark
Registration Number:	4152639	RENAISSANCE SCHOOL IMPROVEMENT
Registration Number:	2161511	RR READING RENAISSANCE
Registration Number:	2439080	SCHOOL RENAISSANCE
Registration Number:	3952492	SET POINT
Serial Number:	85612999	STAR
Registration Number:	3905114	STAR CONSTELLATION
Serial Number:	86103358	STAR CUSTOM
Registration Number:	2583607	STAR EARLY LITERACY
Registration Number:	4381266	STAR EARLY LITERACY ENTERPRISE
Registration Number:	2357943	STAR MATH
Registration Number:	4381265	STAR MATH ENTERPRISE
Registration Number:	2317137	STAR READING
Registration Number:	4381264	STAR READING ENTERPRISE
Serial Number:	86138612	STAR SCIENCE
Serial Number:	86138614	STAR WRITING
Registration Number:	4064085	SUBTEXT
Registration Number:	4309692	SUBTEXT
Serial Number:	85974806	SUBTEXT
Registration Number:	3713243	SUCCESSFUL READER
Registration Number:	3552697	WRITE ON!

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Thomas Fahey

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F149303
NAME OF SUBMITTER:	Rick Harrison
SIGNATURE:	/Rick Harrison/
DATE SIGNED:	04/10/2014

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of April 9, 2014, among the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of April 9, 2014 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among RAPHAEL INTERMEDIATE HOLDING COMPANY, a Delaware corporation ("Holdings"), RENAISSANCE FINANCING SUB LLC, a Wisconsin limited liability company ("Merger Sub") which on the Closing Date shall be merged with and into RENAISSANCE LEARNING, INC., a Delaware corporation (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings, Merger Sub and the Borrower, collectively, the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any "intent-to-use" trademark application filed with the United States Patent and Trademark Office prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto, set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the "Collateral").

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Second Lien Obligations and would be owed to the Collateral Agent or the Second Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second Lien Agreement, Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

RENAISSANCE LEARNING, INC., as Grantor

By: _____

Name: John J. Lynch, Jr

Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

BANK OF AMERICA, N.A., as Collateral Agent

By: _____

Name: Tiffany Shin

Title: Assistant Vice President

[Signature Page to Second Lien Trademark Security Agreement]

SCHEDULE A TO THE
SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES TRADEMARKS AND EXCLUSIVE LICENSES THEREOF

Trade-Mark	App. No.	Trademark No.	Owner
ACCELERATED LITERACY	86174494		Renaissance Learning, Inc.
ACCELERATED MATH	75251590	2364852	Renaissance Learning, Inc.
ACCELERATED MATH FLUENCY	86211949		Renaissance Learning, Inc.
ACCELERATED MATH LIVE	85728431	4424206	Renaissance Learning, Inc.
ACCELERATED NUMERACY	86195373		Renaissance Learning, Inc.
ACCELERATED READER	78541018	3032269	Renaissance Learning, Inc.
ACCELERATED READER	74546193	2011339	Renaissance Learning, Inc.
ACCELERATED READER ENTERPRISE	85728422	4409886	Renaissance Learning, Inc.
ACCELERATED VOCABULARY	76323933	2712060	Renaissance Learning, Inc.
ACCELERATED WRITER	76299005	2712011	Renaissance Learning, Inc.
ACCELSCAN	75546208	2474008	Renaissance Learning, Inc.
ACCELTEST	76373390	2738719	Renaissance Learning, Inc.
ALPHAHUB	76130253	2586435	Renaissance Learning, Inc.
ALPHAQUIZ	75793418	2753431	Renaissance Learning, Inc.
ALPHASMART	74290351	1820498	Renaissance Learning, Inc.
APERIO	86036820		Renaissance Learning, Inc.
AR	85028815	3976803	Renaissance Learning, Inc.
AR	77479102	4280078	Renaissance Learning, Inc.
AR	75546206	2488119	Renaissance Learning, Inc.
AR BOOKFINDER	85807482	4335030	Renaissance Learning, Inc.
AR BOOKGUIDE	75483532	2310695	Renaissance Learning, Inc.
ATOS	76135215	2817798	Renaissance Learning, Inc.
CORE PROGRESS	85463419	4289941	Renaissance Learning, Inc.
CRAE and Design	85866119		Renaissance Learning, Inc.
DEEP (DEVELOPING ENDURING EXCELLENCE THROUGH PARTNERSHIP) CAPACITY	77788147	3812082	Renaissance Learning, Inc.
DEEP CAPACITY	77714096	3808191	Renaissance Learning, Inc.
Design Only (Accelerated Design)	75543426	2411178	Renaissance Learning, Inc.
Design Only (Accelerated Math)	86124557		Renaissance Learning, Inc.
Design Only (Accelerated Reader)	86124561		Renaissance Learning, Inc.
Design Only (Math Facts in a Flash)	86125621		Renaissance Learning, Inc.
Design Only (Pyramid)	78572204	3240509	Renaissance Learning, Inc.
Design Only (Pyramid)	78484675	3118205	Renaissance Learning, Inc.
Design Only (Star)	86124564		Renaissance Learning, Inc.

Trade-Mark	App. No.	Trademark No.	Owner
Design Only (Star)	76509642	2822820	Renaissance Learning, Inc.
ENGLISH IN A FLASH	78353197	3002809	Renaissance Learning, Inc.
FLUENT READER	77119490	3387860	Renaissance Learning, Inc.
LEARNALYTICS	85930191		Renaissance Learning, Inc.
MATH RENAISSANCE	75237877	2283636	Renaissance Learning, Inc.
MATHFACTS IN A FLASH	76357329	2738640	Renaissance Learning, Inc.
MEDIA WEAVER and Design	78292209	2920696	Renaissance Learning, Inc.
NEO	77101346	3776634	Renaissance Learning, Inc.
NEO 2	77189655	3446234	Renaissance Learning, Inc.
NEO TEXT2SPEECH	77551524	3758567	Renaissance Learning, Inc.
POWER LESSONS	76435322	2726921	Renaissance Learning, Inc.
PROGRESS PULSE	86154545		Renaissance Learning, Inc.
PROGRESS PULSE and Design	86167425		Renaissance Learning, Inc.
READ NOW	78259499	3159746	Renaissance Learning, Inc.
READ NOW	73598480	1426917	Renaissance Learning, Inc.
READ ON!	77410918	3536427	Renaissance Learning, Inc.
READING RENAISSANCE	74550376	1985005	Renaissance Learning, Inc.
RENAISSANCE	76001151	2657737	Renaissance Learning, Inc.
RENAISSANCE HOME CONNECT	77640710	3703394	Renaissance Learning, Inc.
RENAISSANCE LEARNING	76192014	2805300	Renaissance Learning, Inc.
RENAISSANCE LEARNING and Design	85769250	4404747	Renaissance Learning, Inc.
RENAISSANCE LIGHTHOUSE SCHOOL	85095900		Renaissance Learning, Inc.
RENAISSANCE PLACE	78482349	3110377	Renaissance Learning, Inc.
RENAISSANCE RESPONDER	78635672	3160808	Renaissance Learning, Inc.
RENAISSANCE SCHOOL EXCELLENCE	85375001	4189260	Renaissance Learning, Inc.
RENAISSANCE SCHOOL IMPROVEMENT	85242286	4152639	Renaissance Learning, Inc.
RR READING RENAISSANCE and Design	75206082	2161511	Renaissance Learning, Inc.
SCHOOL RENAISSANCE	75589127	2439080	Renaissance Learning, Inc.
SET POINT[1]	85029004	3952492	Renaissance Learning, Inc.
STAR and Design	85612999		Renaissance Learning, Inc.
STAR CONSTELLATION	77766896	3905114	Renaissance Learning, Inc.
STAR CUSTOM	86103358		Renaissance Learning, Inc.
STAR EARLY LITERACY	76145643	2583607	Renaissance Learning, Inc.
STAR EARLY LITERACY ENTERPRISE	85728442	4381266	Renaissance Learning, Inc.
STAR MATH	75251592	2357943	Renaissance Learning, Inc.
STAR MATH ENTERPRISE	85728428	4381265	Renaissance Learning, Inc.
STAR READING	75427534	2317137	Renaissance Learning, Inc.

[1] Joint owner: JBHM Educational Group LLC.

Trade-Mark	App. No.	Trademark No.	Owner
STAR READING ENTERPRISE	85728423	4381264	Renaissance Learning, Inc.
STAR SCIENCE	86138612		Renaissance Learning, Inc.
STAR WRITING	86138614		Renaissance Learning, Inc.
SUBTEXT	78944751	4064085	Renaissance Learning, Inc.
SUBTEXT	85335341	4309692	Renaissance Learning, Inc.
SUBTEXT and Design	85974806		Renaissance Learning, Inc.
SUCCESSFUL READER	77629649	3713243	Renaissance Learning, Inc.
WRITE ON!	77276781	3552697	Renaissance Learning, Inc.