

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Renaissance Learning, Inc.		05/31/2018	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
Internal Address:	27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 71			
Property Type	Number	Word Mark	
Serial Number:	86125621		
Serial Number:	75251590	ACCELERATED MATH	
Serial Number:	86512183	ACCELERATED MATH FLUENCY	
Serial Number:	85728431	ACCELERATED MATH LIVE	
Serial Number:	74546193	ACCELERATED READER	
Serial Number:	78541018	ACCELERATED READER	
Serial Number:	86746591	ACCELERATED READER 360°	
Serial Number:	86599610	ACCELERATED READER 360°	
Serial Number:	87111560	ACCELERATED READER BOOKFINDER	
Serial Number:	85728422	ACCELERATED READER ENTERPRISE	
Serial Number:	76323933	ACCELERATED VOCABULARY	
Serial Number:	76299005	ACCELERATED WRITER	
Serial Number:	86722937	ACCELERATING LEARNING FOR ALL	
Serial Number:	75546208	ACCELSCAN	
Serial Number:	76373390	ACCELTEST	
Serial Number:	76130253	ALPHAHUB	
Serial Number:	75793418	ALPHAQUIZ	
Serial Number:	75546206	AR	

OP \$1790.00 86125621

Property Type	Number	Word Mark
Serial Number:	77479102	AR
Serial Number:	85807482	AR BOOKFINDER
Serial Number:	75483532	AR BOOKGUIDE
Serial Number:	76135215	ATOS
Serial Number:	85463419	CORE PROGRESS
Serial Number:	86124561	
Serial Number:	76509642	
Serial Number:	75543426	
Serial Number:	78353197	ENGLISH IN A FLASH
Serial Number:	85930191	LEARNALYTICS
Serial Number:	76357329	MATHFACTS IN A FLASH
Serial Number:	77189655	NEO 2
Serial Number:	76435322	POWER LESSONS
Serial Number:	86154545	PROGRESS PULSE
Serial Number:	86167425	PROGRESS PULSE
Serial Number:	86653220	PROGRESS PULSE
Serial Number:	86746585	
Serial Number:	87163342	R
Serial Number:	87163356	READQUEST!
Serial Number:	76001151	RENAISSANCE
Serial Number:	87052274	RENAISSANCE FLOW
Serial Number:	87296783	RENAISSANCE FLOW 360
Serial Number:	77640710	RENAISSANCE HOME CONNECT
Serial Number:	76192014	RENAISSANCE LEARNING
Serial Number:	85769250	RENAISSANCE LEARNING
Serial Number:	78482349	RENAISSANCE PLACE
Serial Number:	87163345	RENAISSANCE PLANNER
Serial Number:	85375001	RENAISSANCE SCHOOL EXCELLENCE
Serial Number:	85242286	RENAISSANCE SCHOOL IMPROVEMENT
Serial Number:	86458598	RENAISSANCE-U
Serial Number:	86459157	RENAISSANCE-U
Serial Number:	86746589	
Serial Number:	86746594	STAR 360°
Serial Number:	86500589	STAR 360°
Serial Number:	87184560	STAR ASSESSMENTS
Serial Number:	86103358	STAR CUSTOM
Serial Number:	86124564	
Serial Number:	76145643	STAR EARLY LITERACY

Property Type	Number	Word Mark
Serial Number:	85728442	STAR EARLY LITERACY ENTERPRISE
Serial Number:	87163353	STAR EARLY LITERACY SPANISH
Serial Number:	75251592	STAR MATH
Serial Number:	85728428	STAR MATH ENTERPRISE
Serial Number:	87178623	STAR MATH SPANISH
Serial Number:	75427534	STAR READING
Serial Number:	85728423	STAR READING ENTERPRISE
Serial Number:	87163349	STAR READING SPANISH
Serial Number:	86747033	STAR SPANISH
Serial Number:	78944751	SUBTEXT
Serial Number:	85335341	SUBTEXT
Serial Number:	85974806	SUBTEXT
Serial Number:	77629649	SUCCESSFUL READER
Serial Number:	86124557	
Serial Number:	86269902	

CORRESPONDENCE DATA

Fax Number: 2127514864

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

Phone: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: LATHAM & WATKINS LLP C/O ANGELA M. AMARU

Address Line 1: 885 THIRD AVENUE

Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	039269-0559
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/S/ Angela M. Amaru
DATE SIGNED:	06/05/2018

Total Attachments: 11

source=DaVinci- 2L TM Security Agreement#page1.tif
source=DaVinci- 2L TM Security Agreement#page2.tif
source=DaVinci- 2L TM Security Agreement#page3.tif
source=DaVinci- 2L TM Security Agreement#page4.tif
source=DaVinci- 2L TM Security Agreement#page5.tif
source=DaVinci- 2L TM Security Agreement#page6.tif
source=DaVinci- 2L TM Security Agreement#page7.tif
source=DaVinci- 2L TM Security Agreement#page8.tif
source=DaVinci- 2L TM Security Agreement#page9.tif
source=DaVinci- 2L TM Security Agreement#page10.tif
source=DaVinci- 2L TM Security Agreement#page11.tif

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 31, 2018 (this "Agreement") is made by each signatory hereto listed under "**Grantors**" (each a "**Grantor**" and collectively, the "**Grantors**"), in favor of BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns, the "**Collateral Agent**").

WHEREAS, each Grantor is party to a Second Lien Security Agreement dated as of May 31, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantors, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent (for the benefit of the Secured Parties) in the Trademark Collateral (as defined below) and is required to execute and deliver this Second Lien Trademark Security Agreement (this "**Agreement**"); and

WHEREAS, pursuant to the Security Agreement, each Grantor agreed to execute and deliver this Agreement in order to record such security interest with the United States Patent and Trademark Office.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them (including by reference) in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent (for the benefit of the Secured Parties) pursuant to the Security Agreement, each Grantor hereby grants and pledges to the Collateral Agent (for the benefit of the Secured Parties) a security interest in all of such Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, whether registered or unregistered (including, without limitation, those set forth on Schedule A annexed hereto) and all renewals and extensions thereof, and all rights corresponding thereto;
- (ii) all goodwill of the Grantor's business connected with the use of and symbolized by any of the foregoing;
- (iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the foregoing; and

(iv) all Proceeds and Accessions with respect to any of the foregoing, including all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect to any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" trademark or service mark applications for which a statement of use or an amendment to allege use has not been filed with the United States Patent and Trademark Office (but only until such statement or amendment is filed with the United States Patent and Trademark Office), and solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of, or void or cause the abandonment or lapse of, such application or any registration that issues from such intent-to-use application under applicable U.S. law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and conditions of which are hereby incorporated by reference as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the First Lien Intercreditor Agreement), including liens and security interests granted to the Senior Collateral Agent (as defined in the First Lien Intercreditor Agreement) pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Agreement, the terms of the First Lien Intercreditor Agreement shall govern.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR TRADEMARK COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by telecopy or electronic

transmission (including Adobe pdf file) shall be as effective as delivery of a manually executed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MYON, LLC,
a Delaware limited liability company

By:  _____

Name: Christopher Bauleke

Title: Chief Executive Officer

RENAISSANCE LEARNING, INC.,
a Wisconsin corporation

By:  _____

Name: Christopher Bauleke

Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006344 FRAME: 0270

Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent


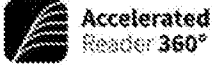
By: 
Name: Craig J. Malloy
Title: Director




[Signature Page to Second Lien Trademark Security Agreement]





TRADEMARK
REEL: 006344 FRAME: 0271


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS




Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
Abacus Design 	Renaissance Learning, Inc.	86/125621 21-Nov-2013	4769569 07-Jul-2015	Registered
ACCELERATED MATH	Renaissance Learning, Inc.	75/251590 04-Mar-1997	2364852 04-Jul-2000	Registered
ACCELERATED MATH 360	Renaissance Learning, Inc.	87/296784 11-Jan-2017	—	Pending Intent to Use
ACCELERATED MATH FLUENCY	Renaissance Learning, Inc.	86/512183 23-Jan-2015	4854256 17-Nov-2015	Registered
ACCELERATED MATH LIVE	Renaissance Learning, Inc.	85/728431 13-Sep-2012	4424206 29-Oct-2013	Registered
ACCELERATED READER	Renaissance Learning, Inc.	74/546193 06-Jul-1994	2011339 29-Oct-1996	Registered
ACCELERATED READER	Renaissance Learning, Inc.	78/541018 03-Jan-2005	3032269 20-Dec-2005	Registered
ACCELERATED READER 360°	Renaissance Learning, Inc.	86/746591 03-Sep-2015	4905221 23-Feb-2016	Registered
ACCELERATED READER 360° and Design 	Renaissance Learning, Inc.	86/599610 16-Apr-2015	4899522 09-Feb-2016	Registered
ACCELERATED READER BOOKFINDER	Renaissance Learning, Inc.	87/111560 21-Jul-2016	5318132 24-Oct-2017	Registered
ACCELERATED READER ENTERPRISE	Renaissance Learning, Inc.	85/728422 13-Sep-2012	4409886 01-Oct-2013	Registered
ACCELERATED VOCABULARY	Renaissance Learning, Inc.	76/323933 11-Oct-2001	2712060 29-Apr-2003	Registered/
ACCELERATED WRITER	Renaissance Learning, Inc.	76/299005 10-Aug-2001	2712011 29-Apr-2003	Registered/

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
ACCELERATING LEARNING FOR ALL	Renaissance Learning, Inc.	86/722937 12-Aug-2015	5418640 06-Mar-2018	Registered
ACCELSCAN	Renaissance Learning, Inc.	75/546208 27-Aug-1998	2474008 31-Jul-2001	Registered
ACCELTEST	Renaissance Learning, Inc.	76/373390 20-Feb-2002	2738719 15-Jul-2003	Registered
ALPHAHUB	Renaissance Learning, Inc.	76/130253 18-Sep-2000	2586435 25-Jun-2002	Registered
ALPHAQUIZ	Renaissance Learning, Inc.	75/793418 07-Sep-1999	2753431 19-Aug-2003	Registered
AR	Renaissance Learning, Inc.	75/546206 27-Aug-1998	2488119 11-Sep-2001	Registered
AR	Renaissance Learning, Inc.	77/479102 20-May-2008	4280078 22-Jan-2013	Registered
AR BOOKFINDER	Renaissance Learning, Inc.	85/807482 20-Dec-2012	4335030 14-May-2013	Registered
AR BOOKGUIDE	Renaissance Learning, Inc.	75/483532 12-May-1998	2310695 25-Jan-2000	Registered
ATOS	Renaissance Learning, Inc.	76/135215 26-Sep-2000	2817798 24-Feb-2004	Registered
CORE PROGRESS	Renaissance Learning, Inc.	85/463419 03-Nov-2011	4289941 12-Feb-2013	Registered
Accelerated Reader Design 	Renaissance Learning, Inc.	86/124561 20-Nov-2013	4676484 20-Jan-2015	Registered
Design 	Renaissance Learning, Inc.	76/509642 25-Apr-2003	2822820 16-Mar-2004	Registered
Accelerated Reader Design 	Renaissance Learning, Inc.	75/543426 27-Aug-1998	2411178 05-Dec-2000	Registered
ENGLISH IN A FLASH	Renaissance Learning, Inc.	78/353197 16-Jan-2004	3002809 27-Sep-2005	Registered
LEARNALYTICS	Renaissance Learning, Inc.	85/930191 13-May-2013	4610710 23-Sep-2014	Registered

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
MAGIC INSIDE METRICS INCLUDED	MyON, LLC	85/903712 14-Apr-2013	4453990 24-Dec-2013	Registered
MATHFACTS IN A FLASH	Renaissance Learning, Inc.	76/357329 09-Jan-2002	2738640 15-Jul-2003	Registered/
MYON	Renaissance Learning, Inc.	87/ 870818 10-Apr-2018		Pending Intent-to-Use
MYCHOICE, MYBOOKS, MYGROWTH	MyON, LLC	85/156371 19 – Oct-2010	4029890 20-Sep-2011	Registered
NEO 2	Renaissance Learning, Inc.	77/189655 24-May-2007	3446234 10-Jun-2008	Registered
POWER LESSONS	Renaissance Learning, Inc.	76/435322 29-Jul-2002	2726921 17-Jun-2003	Registered
PROGRESS PULSE	Renaissance Learning, Inc.	86/154545 30-Dec-2013	4689831 17-Feb-2015	Registered
PROGRESS PULSE and Design 	Renaissance Learning, Inc.	86/167425 16-Jan-2014	4717732 07-Apr-2015	Registered
PROGRESS PULSE and Design 	Renaissance Learning, Inc.	86/653220 05-Jun-2015	4885415 12-Jan-2016	Registered
Progress Pulse Design 	Renaissance Learning, Inc.	86/746585 03-Sep-2015	4889692 19-Jan-2016	Registered
R Design 	Renaissance Learning, Inc.	87/163342 07-Sep-2016	5336571 14-Nov-2017	Registered
READQUEST!	Renaissance Learning, Inc.	87/163356 07-Sep-2016	5308063 10-Oct-2017	Registered
RENAISSANCE	Renaissance Learning, Inc.	76/001151 16-Mar-2000	2657737 10-Dec-2002	Registered
RENAISSANCE FLOW	Renaissance Learning, Inc.	87/052274 27-May-2016	5152880 28-Feb-2017	Registered

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
RENAISSANCE FLOW 360	Renaissance Learning, Inc.	87/296783 11-Jan-2017	5342521 21-Nov-2017	Registered
RENAISSANCE FLOW MATH	Renaissance Learning, Inc.	87/845169 22-Mar-2018	—	Pending Intent to Use
RENAISSANCE HOME CONNECT	Renaissance Learning, Inc.	77/640710 29-Dec-2008	3703394 27-Oct-2009	Registered
RENAISSANCE LEARNING	Renaissance Learning, Inc.	76/192014 08-Jan-2001	2805300 13-Jan-2004	Registered
RENAISSANCE LEARNING and Design 	Renaissance Learning, Inc.	85/769250 01-Nov-2012	4404747 17-Sep-2013	Registered
RENAISSANCE PLACE	Renaissance Learning, Inc.	78/482349 13-Sep-2004	3110377 27-Jun-2006	Registered
RENAISSANCE PLANNER	Renaissance Learning, Inc.	87/163345 07-Sep-2016	5224700 13-Jun-2017	Registered
RENAISSANCE SCHOOL EXCELLENCE	Renaissance Learning, Inc.	85/375001 19-Jul-2011	4189260 14-Aug-2012	Registered
RENAISSANCE SCHOOL IMPROVEMENT	Renaissance Learning, Inc.	85/242286 15-Feb-2011	4152639 05-Jun-2012	Registered
RENAISSANCE SMART START	Renaissance Learning, Inc.	87/436404 04-May-2017	—	Pending Intent to Use
RENAISSANCE-U	Renaissance Learning, Inc.	86/458598 19-Nov-2014	4823863 29-Sep-2015	Registered
RENAISSANCE-U and Design  Renaissance-U	Renaissance Learning, Inc.	86/459157 19-Nov-2014	4823866 29-Sep-2015	Registered
Renaissance-U Design 	Renaissance Learning, Inc.	86/746589 03-Sep-2015	4936554 12-Apr-2016	Registered
STAR 360°	Renaissance Learning, Inc.	86/746594 03-Sep-2015	4889693 19-Jan-2016	Registered

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
STAR 360° and Design 	Renaissance Learning, Inc.	86/500589 12-Jan-2015	4835201 20-Oct-2015	Registered
STAR ASSESSMENTS	Renaissance Learning, Inc.	87/184560 27-Sep-2016	5195504 02-May-2017	Registered
STAR CUSTOM	Renaissance Learning, Inc.	86/103358 28-Oct-2013	4724678 21-Apr-2015	Registered
Star Design 	Renaissance Learning, Inc.	86/124564 20-Nov-2013	4676485 20-Jan-2015	Registered
STAR EARLY LITERACY	Renaissance Learning, Inc.	76/145643 12-Oct-2000	2583607 18-Jun-2002	Registered
STAR EARLY LITERACY ENTERPRISE	Renaissance Learning, Inc.	85/728442 13-Sep-2012	4381266 06-Aug-2013	Registered
STAR EARLY LITERACY SPANISH	Renaissance Learning, Inc.	87/163353 07-Sep-2016	5313184 17-Oct-2017	Registered
STAR MATH	Renaissance Learning, Inc.	75/251592 04-Mar-1997	2357943 13-Jun-2000	Registered
STAR MATH ENTERPRISE	Renaissance Learning, Inc.	85/728428 13-Sep-2012	4381265 06-Aug-2013	Registered
STAR MATH SPANISH	Renaissance Learning, Inc.	87/178623 22-Sep-2016	5336678 14-Nov-2017	Registered
STAR READING	Renaissance Learning, Inc.	75/427534 02-Feb-1998	2317137 08-Feb-2000	Registered
STAR READING ENTERPRISE	Renaissance Learning, Inc.	85/728423 13-Sep-2012	4381264 06-Aug-2013	Registered
STAR READING SPANISH	Renaissance Learning, Inc.	87/163349 07-Sep-2016	5313183 17-Oct-2017	Registered
STAR SPANISH	Renaissance Learning, Inc.	86/747033 03-Sep-2015	5192045 25-Apr-2017	Registered
SUBTEXT	Renaissance Learning, Inc.	78/944751 03-Aug-2006	4064085 29-Nov-2011	Registered
SUBTEXT	Renaissance Learning, Inc.	85/335341 01-Jun-2011	4309692 26-Mar-2013	Registered
SUBTEXT and Design	Renaissance Learning, Inc.	85/974806 01-Jul-2013	4717141 07-Apr-2015	Registered

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
				
SUCCESSFUL READER	Renaissance Learning, Inc.	77/629649 09-Dec-2008	3713243 17-Nov-2009	Registered
Accelerated Math Design 	Renaissance Learning, Inc.	86/124557 20-Nov-2013	4756805 16-Jun-2015	Registered
Two Circles in Square Design 	Renaissance Learning, Inc.	86/269902 02-May-2014	4705312 17-Mar-2015	Registered