

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476538

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 5257/0905

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		05/31/2018	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Renaissance Learning, Inc.
Street Address:	P.O. Box 8036
City:	Wisconsin Rapids
State/Country:	WISCONSIN
Postal Code:	54495-8036
Entity Type:	Corporation: WISCONSIN

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	2364852	ACCELERATED MATH
Registration Number:	4424206	ACCELERATED MATH LIVE
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
Registration Number:	3976803	AR
Registration Number:	4280078	AR
Registration Number:	2488119	AR
Registration Number:	4335030	AR BOOKFINDER
Registration Number:	2310695	AR BOOKGUIDE
Registration Number:	2817798	ATOS

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4289941	CORE PROGRESS
Registration Number:	3812082	DEEP (DEVELOPING ENDURING EXCELLENCE THR
Registration Number:	3808191	DEEP CAPACITY
Registration Number:	2411178	
Registration Number:	4756805	
Registration Number:	4676484	
Registration Number:	4769569	
Registration Number:	3240509	
Registration Number:	3118205	
Registration Number:	4676485	
Registration Number:	2822820	
Registration Number:	3002809	ENGLISH IN A FLASH
Registration Number:	3387860	FLUENT READER
Registration Number:	4610710	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
Registration Number:	4689831	PROGRESS PULSE
Registration Number:	4717732	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
Registration Number:	3110377	RENAISSANCE PLACE
Registration Number:	3160808	RENAISSANCE RESPONDER
Registration Number:	4189260	RENAISSANCE SCHOOL EXCELLENCE
Registration Number:	4152639	RENAISSANCE SCHOOL IMPROVEMENT
Registration Number:	2161511	RR READING RENAISSANCE
Registration Number:	2439080	SCHOOL RENAISSANCE
Registration Number:	3952492	SET POINT

Property Type	Number	Word Mark
Registration Number:	3905114	STAR CONSTELLATION
Registration Number:	4724678	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
Registration Number:	4064085	SUBTEXT
Registration Number:	4309692	SUBTEXT
Registration Number:	4717141	SUBTEXT
Registration Number:	3713243	SUCCESSFUL READER
Registration Number:	3552697	WRITE ON!
Serial Number:	86174494	ACCELERATED LITERACY
Serial Number:	86211949	ACCELERATED MATH FLUENCY
Serial Number:	86195373	ACCELERATED NUMERACY
Serial Number:	86036820	APERIO
Serial Number:	85866119	CRAE
Serial Number:	85095900	RENAISSANCE LIGHTHOUSE SCHOOL
Serial Number:	85612999	STAR
Serial Number:	86138612	STAR SCIENCE
Serial Number:	86138614	STAR WRITING

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:	06/04/2018

Total Attachments: 7

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RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY (this “Release”) is made, as of May 31, 2018, by 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”), in favor of RENAISSANCE LEARNING, INC. (the “Grantor”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantor, the other grantors party thereto and the Collateral Agent entered into that certain Second Lien Security Agreement, dated as of April 9, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor entered into that certain Intellectual Property Security Agreement, dated as of April 9, 2014, in favor of the Collateral Agent (the “IP Security Agreement”);

WHEREAS, the IP Security Agreement was filed with the Trademark Division of the United States Patent and Trademark Office on April 10, 2014 at Reel/Frame 5257/0905;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of the 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”); and

WHEREAS, the Collateral Agent has agreed to execute and deliver this Release to evidence the release of its security interest in the Collateral.

NOW THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree as follows:

1. The Collateral Agent, on behalf of the Second Lien Secured Parties, without any representation, recourse or undertaking by the Collateral Agent, hereby (a) releases, terminates and cancels the entire lien on and security interest in the Collateral, and (b) reassigns and retransfers to the Grantor any and all right, title and interest the Collateral Agent and/or any of the Second Lien Secured Parties may have in or to the Collateral.

2. The Collateral Agent hereby authorizes the Grantor, Barclays Bank plc or any of their authorized agents to file this Release with the United States Patent and Trademark Office and requests that the Commissioner for Trademarks record this Release.

3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as reasonably requested by the Grantor, and at the Grantor’s sole cost and expense, to effect the release of the security interest contemplated hereby.

4. This Release, and all disputes between the parties under or relating to this Release or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, and the rights and obligations hereto shall be governed by, and construed and interpreted in accordance with, the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Release to be executed as of the day and year first above written.

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

By: 
Name: **Anthony W. Kell**
Title: **Vice President**

[Signature Page to Intellectual Property Release]

TRADEMARK
REEL: 006393 FRAME: 0675

RENAISSANCE LEARNING, INC.

By: *Michelle Meller*
Name: Michelle Meller
Title: Secretary

[Signature Page to Intellectual Property Release]

TRADEMARK
REEL: 006393 FRAME: 0676

SCHEDULE A

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.

TRADEMARK
REEL: 006393 FRAME: 0678

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.