

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476541

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of First Lien Security Interest in Intellectual Property recorded at R/F 5768/0263

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: 10

Property Type	Number	Word Mark
Serial Number:	86746591	ACCELERATED READER 360°
Serial Number:	86722937	ACCELERATING LEARNING FOR ALL
Serial Number:	86125621	
Serial Number:	86746585	
Serial Number:	86762476	RENAISSANCE GROWTH PLATFORM
Serial Number:	86459157	RENAISSANCE-U
Serial Number:	86458598	RENAISSANCE-U
Serial Number:	86746589	
Serial Number:	86746594	STAR 360°
Serial Number:	86747003	U BODEGA.UCO

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

CH \$265.00 86746591

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: 5 source=Michelangelo - IP Security Release - First Lien Trademark 03.31.2016#page1.tif source=Michelangelo - IP Security Release - First Lien Trademark 03.31.2016#page2.tif source=Michelangelo - IP Security Release - First Lien Trademark 03.31.2016#page3.tif source=Michelangelo - IP Security Release - First Lien Trademark 03.31.2016#page4.tif source=Michelangelo - IP Security Release - First Lien Trademark 03.31.2016#page5.tif	

RELEASE OF FIRST LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF FIRST 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 First 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 First 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 March 31, 2016, 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 8, 2016 at Reel/Frame 5768/0263;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the First 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 First 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 First 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: 006397 FRAME: 0273

RENAISSANCE LEARNING, INC.

By: Michelle Meller
Name: Michelle Meller
Title: Secretary

[Signature Page to Intellectual Property Release]

TRADEMARK
REEL: 006397 FRAME: 0274

SCHEDULE A

TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Registered Owner/Grantor</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Application No.</u>
Renaissance Learning, Inc.	Accelerated Reader 360		86/746591
Renaissance Learning, Inc.	Accelerating Learning for All		86/722937
Renaissance Learning, Inc.	Math Facts in a Flash		86/125621
Renaissance Learning, Inc.	Progress Pulse & Design		86/746585
Renaissance Learning, Inc.	Renaissance Growth Platform		86/762476
Renaissance Learning, Inc.	Renaissance-U and Design		86/459157
Renaissance Learning, Inc.	Renaissance-U		86/458598
Renaissance Learning, Inc.	Renaissance-U and Design		86/746589
Renaissance Learning, Inc.	STAR 360		86/746594
Renaissance Learning, Inc.	STAR Spanish		86/747003