

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM851666

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Second Lien Security Interest in Intellectual Property recorded at R/F 6344/0294		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Collateral Agent		11/02/2023	Public Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Myon, LLC		
Street Address:	6625 W 78th Street		
Internal Address:	Suite 220		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55436		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4453990	MAGIC INSIDE METRICS INCLUDED	
Registration Number:	4029890	MYCHOICE, MYBOOKS, MYGROWTH	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>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.</i>			
Phone:	12129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	039269-0559		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/Angela M. Amaru		
DATE SIGNED:	11/07/2023		
Total Attachments: 9			
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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 November 2, 2023, by BARCLAYS BANK PLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”), in favor of MYON, LLC, a Delaware limited liability company and RENAISSANCE LEARNING, INC., a Wisconsin corporation (each, individually, the “Grantor” and collectively, the “Grantors”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Security Agreement (as defined below).

WHEREAS, the Grantors, the other grantors party thereto and the Collateral Agent entered into that certain Second Lien Security Agreement, dated as of May 31, 2018 (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 Second Lien Trademark Security Agreement, dated as of May 31, 2018, 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 June 5, 2018 at Reel/Frame 6344/0294 and at Reel/Frame 6344/0264;

WHEREAS, pursuant to the Security Agreement and the IP Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties a security interest in all of the Grantor’s right, title and interest in and to the Trademark Collateral (as defined in the IP Security Agreement), 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 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 Secured Parties may have in or to the Collateral.

2. The Collateral Agent hereby authorizes the Grantor 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, tor 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.

BARCLAYS BANK PLC,
as Collateral Agent

By: *Edward Brooks*
Name: Edward Brooks
Title: Vice President

**SCHEDULE A
TO
RELEASE OF SECOND LIEN SECURITY INTEREST IN INTELLECTUAL PROPERTY
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
ACCELSKAN	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

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
RENAISSANCE FLOW	Renaissance Learning, Inc.	87/052274 27-May-2016	5152880 28-Feb-2017	Registered
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

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
STAR 360°	Renaissance Learning, Inc.	86/746594 03-Sep-2015	4889693 19-Jan-2016	Registered
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

Trademark	Grantor	App. No. / App. Date	Reg. No. / Reg. Date	Status
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
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