

## PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Lien in Intellectual Property
CONVEYING PARTY DATA	
Name	Execution Date
Bank of America, N.A.	10/21/2011
RECEIVING PARTY DATA	
Name:	Renaissance Learning, Inc.
Street Address:	2911 Peach Street
Internal Address:	P.O. Box 8036
City:	Wisconsin Rapids
State/Country:	WISCONSIN
Postal Code:	54495
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5717428
CORRESPONDENCE DATA	
Fax Number:	(917)777-4104
Phone:	212-735-3000
Email:	robert.wise@skadden.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1:	4 Times Square
Address Line 2:	Attn: Ken Kumayama
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	099360/14
NAME OF SUBMITTER:	Ken Kumayama
Total Attachments: 4 source=Bank of America Release#page1.tif source=Bank of America Release#page2.tif source=Bank of America Release#page3.tif source=Bank of America Release#page4.tif	

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PATENT  
REEL: 027119 FRAME: 0787

**RELEASE OF LIEN IN INTELLECTUAL PROPERTY**

This RELEASE OF LIEN IN INTELLECTUAL PROPERTY, dated as of October 21, 2011 ("Release"), is by BANK OF AMERICA, N.A., a \_\_\_\_\_, located at 70 Batterson Park Rd, Farmington, CT 06032 as successor to FLEET NATIONAL BANK, in its capacity as agent for itself and each of the other Lenders under that certain Loan Agreement referenced and defined in the Security Agreement, as defined below ("Releasor"), in favor of RENAISSANCE LEARNING, INC., a Wisconsin corporation, located at 2911 Peach Street, P.O. Box 8036, Wisconsin Rapids, Wisconsin 54495 ("RLI") as successor to ALPHASMART, INC., (formerly known as, Intelligent Peripheral Devices, Inc.), a California corporation located at 601 Potrero Grande Drive, Monterey Park, CA 91754 ("AlphaSmart"). Capitalized terms used herein and not defined herein have the meanings set forth for such terms in the Security Agreement, as defined below.

WHEREAS, AlphaSmart and Releasor entered into a Security Agreement, dated June 4, 1999 (the "Security Agreement") along with a Notice of Security Interest in Trademarks, Service Marks, Patents, Copyrights and Applications, dated June 4, 1999 (the "IP Security Agreement"), pursuant to which AlphaSmart granted to Releasor a security interest in all trademarks, service marks, patents, copyrights and applications therefore, including, without limitation, the registered trademarks, service marks, patents, copyrights and applications listed on Exhibit A hereto;

WHEREAS, the IP Security Agreement was recorded in the United States Patent and Trademark Office (the "PTO") on August 12, 1999 at Reel 1943/Frame 695, et. seq. (with respect to trademarks and service marks) and on August 12, 1999, at Reel 10154/Frame 0545 et. seq. (with respect to patents);

WHEREAS, Intelligent Peripheral Devices, Inc. changed its name to AlphaSmart, Inc., and AlphaSmart was acquired by RLI in 2005;

WHEREAS, the obligations secured by the grant of security interest made under the Security Agreement and IP Security Agreement were fully paid and satisfied on May 27, 2003, but the release of Releasor's interest was never recorded in the PTO; and

WHEREAS, Releasor and RLI now desire to record the release of lien in the PTO and, in furtherance thereof, are executing this Release.

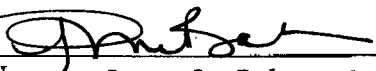
NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Release of Lien. Releasor hereby confirms the release of and hereby releases, its security interest in all registered trademarks, service marks, patents, copyrights and applications therefore (and the good will symbolized by and connected with the use of such trademarks and service marks), including those listed on Exhibit A hereto, and any causes of action for enforcement and any damages and other proceeds in respect thereof, and hereby reassigns any and all right, title and interest in the foregoing to AlphaSmart.
2. Further Assurances. This Release may be recorded by RLI with the PTO, the United States Copyright Office and any other similar office or agency throughout the world. Releasor also agrees, if reasonably requested by RLI and solely RLI's expense, to execute any other documents and take any further action reasonably necessary to effect the intent and purpose of this Release.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Releasor has duly executed this RELEASE OF  
LIEN IN INTELLECTUAL PROPERTY as of the day and year first written above.

BANK OF AMERICA, N.A.

By:   
Name: Lynn J. Baker  
Title: Vice President

**Exhibit A to Release of Lien in Intellectual Property****A. Trademarks and Trademark Applications**

<u>Mark</u>	<u>Application / Registration No.</u>
ALPHASMART	1,820,498
ALPHASYNC	75/684,632
ALPHAUPDATER	75/684,472
TURBO TRANSFER	2,558,868

**B. Service Marks and Service Mark Applications**

None.

**C. Patents and Patent Applications**

<u>Title</u>	<u>Patent No.</u>
Portable Computer Keyboard for Use with a Plurality of Different Host Computers	5,717,428

**D. Copyrights and Copyright Applications**

None.