

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Renaissance Learning, Inc.	10/19/2011

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	20 King Street West
Internal Address:	4th Floor, South Tower
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4

PROPERTY NUMBERS Total: 12

Property Type	Number
Patent Number:	7502855
Patent Number:	D566115
Patent Number:	D552606
Patent Number:	D541290
Patent Number:	7068861
Patent Number:	7052278
Patent Number:	6736319
Patent Number:	D476656
Patent Number:	6348798
Patent Number:	6018617
Patent Number:	5717428
Application Number:	12401988

CORRESPONDENCE DATA

CH \$480.00 7502855

Fax Number: (917)777-4104
Phone: 212-735-3000
Email: robert.wise@skadden.com

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

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
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NAME OF SUBMITTER:	Ken Kumayama
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Total Attachments: 6

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SECOND LIEN PATENT SECURITY AGREEMENT

This SECOND LIEN PATENT SECURITY AGREEMENT, dated as of October 19, 2011 (the "Second Lien Patent Security Agreement"), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the "Grantors"), is in favor of ROYAL BANK OF CANADA, as second lien collateral agent (in such capacity, the "Second Lien Collateral Agent") for the Lenders, as defined in the Second Lien Credit Agreement, (in such capacity, the "Assignee").

WITNESSETH:

WHEREAS, the Grantors are party to that certain Second Lien Pledge and Security Agreement dated as of October 19, 2011 (the "Second Lien Pledge and Security Agreement") in favor of the Assignee pursuant to which the Grantors are required to execute and deliver this Second Lien Patent Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Administrative Agent, the Second Lien Collateral Agent and the Lenders to enter into the Second Lien Credit Agreement and to induce Lenders to make their respective extensions of credit to the Borrower thereunder and to induce the counterparties to enter into the Hedge Agreements and provide financial accommodation, each Grantor hereby agrees with the Second Lien Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Second Lien Pledge and Security Agreement. For purposes of this Second Lien Patent Security Agreement, the term "Patents" shall mean, with respect to any Person and throughout the world, all of the following now owned or hereafter acquired by such Person: (a) all patents, patent applications and statutory registrations, including registrations and applications with the PTO (or any similar offices in any other country), including, in the case of any Grantor, those listed on Schedule 1 hereto and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein and patentable improvements thereto, including the right to make, use or sell the inventions disclosed or claimed therein or patentable improvements thereto.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Grantor hereby grants to the Second Lien Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Patents of such Grantor, including, without limitation, the issued and applied-for Patents of such Grantor listed on Schedule 1 attached hereto; and

(b) to the extent not covered by clause (a), all Proceeds of any of the foregoing;

provided, that in no event shall the Security Interest attach to or term "Patent Collateral" include: any asset or property right of Grantor of any nature if (A) the grant of such Security Interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of such asset or property right or such Grantor's loss of use of such asset or property right or (ii) a breach, termination or default under any lease, license, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 (or any successor provision or provisions) of the Uniform Commercial Code of any relevant jurisdiction from time to time in effect (the "UCC") or any other applicable law (including the Bankruptcy Code) or principles of equity) to which such Grantor is party; or (B) any applicable law or regulation prohibits the creation of a security interest in such asset or property right of Grantor (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC or any other applicable law or principles of equity).

SECTION 3. Second Lien Pledge and Security Agreement. The security interest granted pursuant to this Second Lien Patent Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Second Lien Pledge and Security Agreement, and Grantors hereby acknowledge and affirm that the rights and remedies of the Assignee with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement. In the event that any provision of this Second Lien Patent Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall govern.

SECTION 4. Recordation. Each Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Second Lien Patent Security Agreement.

SECTION 5. Termination. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when (i) all the Obligations (other than Unliquidated Obligations, as defined in the Second Lien Credit Agreement) have been paid in full in cash and (ii) all Commitments have terminated or expired.

(b) The Security Interest and all other security interests granted hereby shall also terminate and be released at the time or times and in the manner set forth in Section 9.19 of the Second Lien Credit Agreement.

In connection with any termination or release pursuant to paragraph (a) or (b) of this Section, the Second Lien Collateral Agent shall execute and deliver to any Grantor, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents by the Second Lien Collateral Agent pursuant to this Section shall be without recourse to or warranty by the Second Lien Collateral Agent.

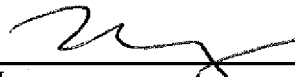
SECTION 6. GOVERNING LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or other electronic transmission (including PDF format) shall be effective as delivery of a manually executed counterpart hereof. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower, the Second Lien Administrative Agent and the Second Lien Collateral Agent.

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IN WITNESS WHEREOF, each Grantor has caused this SECOND LIEN PATENT SECURITY AGREEMENT to be executed and delivered by its duly authorized officer as of the date first above written.

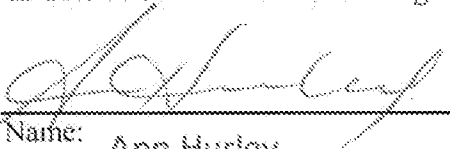
RENAISSANCE LEARNING, INC.

By: 
Name: NICK VOLPI
Title: TREASURER

[Signature page to Second Lien Patent Security Agreement]

Accepted and Agreed:

ROYAL BANK OF CANADA, as Assignee

By: 
Name: Ann Hurley
Title: Manager, Agency

By: _____
Name:
Title:

[Signature page to Second Lien Patent Security Agreement]

PATENTS

Patent Registrations and Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Patent No.</u>	<u>Date of Appl./Patent</u>	<u>Title</u>
Renaissance Learning, Inc.	USA	11/474906	7502855	03/10/2009	Wireless classroom response system allowing user to access a particular classroom by selecting corresponding network from a list of wireless networks
Renaissance Learning, Inc.	USA	29/252646	D566115	04/08/2008	Wireless base station
Renaissance Learning, Inc.	USA	29/252642	D552606	10/09/2007	Handheld wireless communication device
Renaissance Learning, Inc.	USA	29/252631	D541290	04/24/2007	Handheld wireless communication device keypad
Renaissance Learning, Inc.	USA	09/946797	7068861	06/27/2006	Device and method for inspecting markings
Renaissance Learning, Inc.	USA	10/399298	7052278	05/30/2006	Automated language acquisition system and method
Renaissance Learning, Inc.	USA	09/946411	6736319	05/18/2004	Optical mark reader
Renaissance Learning, Inc.	USA	29/147777	D476656	07/01/2003	Optical mark reader housing
Renaissance Learning, Inc.	USA	09/730620	6348798	02/19/2002	Analog to digital voltage measuring device
Renaissance Learning, Inc.	USA	08/903573	6018617	01/25/2000	Test generating and formatting systems
Renaissance Learning, Inc.	USA	08/398355	5717428	02/10/1998	Portable computer keyboard for use with a plurality of different host computers
Renaissance Learning, Inc.	Australia		695961	08/27/1998	Portable computer keyboard for use with a plurality of different host computers
Renaissance Learning, Inc.	New Zealand		NZ 315284	02/26/1998	Computer keyboard with memory buffer for stand alone application
Renaissance Learning, Inc.	USA	12/401988		03/11/2009	System for detecting markings
Renaissance Learning, Inc.	EPO		EP1739888	01/03/2007	Wireless response system for a classroom
Renaissance Learning, Inc.	EPO		EP1739887	10/21/2009	Wireless classroom response system
Renaissance Learning, Inc.	EPO	EP2282600		06/20/2006	Wireless classroom response system
Renaissance Learning, Inc.	Canada	2549245		06/02/2006	Audience response system and method
Renaissance Learning, Inc.	Canada	2549438		06/02/2006	Wireless classroom response system
Renaissance Learning, Inc.	Canada	2549223		06/02/2006	Wireless classroom response system
Renaissance Learning, Inc.	Canada	2658230		03/12/2009	System for detecting markings