

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2807836

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS

CONVEYING PARTY DATA

Name	Execution Date
ROYAL BANK OF CANADA	04/09/2014

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: 13

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:	13902572
Application Number:	61872470

CORRESPONDENCE DATA

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PATENT

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ATTORNEY DOCKET NUMBER: F149292

NAME OF SUBMITTER: RICK HARRISON

SIGNATURE: /Rick Harrison/

DATE SIGNED: 04/09/2014

Total Attachments: 4

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TERMINATION AND RELEASE OF SECOND LIEN
SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS (this "Release") is dated as of April 9, 2014 by ROYAL BANK OF CANADA, a Canadian chartered bank located at 20 King Street West, 4th Floor, Toronto, Canada M5H 1C4, acting in the capacity of second lien collateral agent pursuant to the Security Agreement (as defined below) (in such capacity, the "Assignor"), in favor of Renaissance Learning, Inc., a Wisconsin corporation, located at 2911 Peach Street P.O. Box 8036, Wisconsin Rapids, WI 54495 (the "Assignee").

WITNESSETH:

WHEREAS, the Assignee is a party to that certain Second Lien Pledge and Security Agreement, dated as of November 14, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Assignor pursuant to which the Assignee executed and delivered the Second Lien Patent Security Agreement, dated as of November 14, 2013 (the "Patent Security Agreement"), which was recorded with the United States Patent and Trademark Office ("PTO") on November 18, 2013, at Reel 031665 and Frame 0916;

WHEREAS, pursuant to the Security Agreement and the Patent Security Agreement, the Assignee granted to the Assignor for the benefit of the Secured Parties a security interest in all of the following Collateral of the Assignee owned as of the execution of the Patent Security Agreement or at any time thereafter acquired by the Assignee or in which the Assignee had at the time of the execution of the Patent Security Agreement or at any time thereafter any right, title or interest: (a) all Patents (as defined below) of the Assignee, including, without limitation, the registered and applied-for Patents listed on Schedule 1 attached hereto and (b) to the extent not covered by clause (a), all Proceeds of any of the foregoing (collectively, the "Patent Collateral"), as collateral security for the payment and performance, as the case may be, of the Secured Obligations; and

WHEREAS, the Obligations have been fully repaid by the Assignee and all the Commitments have been terminated or expired and the Assignor is obligated to terminate and release its security interest in the Patent Collateral.

NOW, THEREFORE, in consideration of the premises and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Assignor hereby agrees as follows:

1. Definitions. For purposes of this Release, the term "Patents" means, 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 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. Unless otherwise specified herein, all other capitalized terms used but not expressly defined herein shall have the meanings given to them in the Patent Security Agreement.

2. Release of Security Interest. The Assignor hereby releases, terminates, and discharges the entirety of its security interest in all of the Assignee's rights, title and interest in, to and under the Patent Collateral, granted pursuant to the Patent Security Agreement and/or the Security Agreement and any right, title or interest of the Assignor in such security interest, if any, shall hereby terminate, cease and become void.

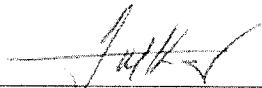
3. Filing of the Release. The Assignor hereby authorizes the filing of this Release in the PTO by the Assignee (or the Assignee's designee), at the Assignee's sole cost and expense. The Assignor agrees to duly execute and deliver any further documents as may be reasonably necessary and efficacious to effect the release of the security interest granted pursuant to the Patent Security Agreement as contemplated hereby.

4. Governing Law. THIS RELEASE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS RELEASE OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this TERMINATION AND
RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS to be executed by its
duly authorized officer as of the date first set forth above.

ROYAL BANK OF CANADA

By:  _____

Name: Natalia Dutka
Title: Manager, Agency

[SIGNATURE PAGE TO RELEASE OF SECOND LIEN SECURITY INTEREST IN PATENTS]

PATENT
REEL: 032645 FRAME: 0571

PATENTS

Patent Registrations and Applications

<u>Grantor</u>	<u>Jurisdiction</u>	<u>Appl. No.</u>	<u>Patent No.</u>	<u>Date of (Appl./Issue)</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
Advantage Learning Systems, Inc. ¹	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.	New Zealand		NZ 315284	02/26/1998	Computer keyboard with memory buffer for stand alone application
Renaissance Learning, Inc.	EPO		EP1739887	10/21/2009	Wireless classroom response system
Renaissance Learning, Inc.	Canada	2658230		(03/12/2009)	System for detecting markings
Renaissance Learning, Inc.	USA	13/902572		(05/24/13)	Interactive organization of comments on an online social platform
Renaissance Learning, Inc.	USA	61/872470		(08/30/2013)	System for automatically attaching a tag and highlight in a single action

¹ Advantage Learning Systems, Inc. is the former corporate name of Renaissance Learning, Inc.