

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2808860

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (SECOND LIEN)

CONVEYING PARTY DATA

Name	Execution Date
RENAISSANCE LEARNING, INC.	04/09/2014

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.
Street Address:	ONE INDEPENDENCE CENTER, 101 N. TRYON ST
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001

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:	61872470
Application Number:	13902572

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: THOMAS FAHEY

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

PATENT

Address Line 2: NATIONAL CORPORATE RESEARCH, LTD.
Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: F149303

NAME OF SUBMITTER: RICK HARRISON

SIGNATURE: /Rick Harrison/

DATE SIGNED: 04/10/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of April 9, 2014, among the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Second Lien Security Agreement, dated as of April 9, 2014 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time the "Security Agreement"), among RAPHAEL INTERMEDIATE HOLDING COMPANY, a Delaware corporation ("Holdings"), RENAISSANCE FINANCING SUB LLC, a Wisconsin limited liability company ("Merger Sub") which on the Closing Date shall be merged with and into RENAISSANCE LEARNING, INC., a Delaware corporation (the "Borrower"), each of the subsidiaries of the Borrower listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a "Subsidiary Grantor" and, collectively, the "Subsidiary Grantors"; and, together with Holdings, Merger Sub and the Borrower, collectively, the "Grantors"), and BANK OF AMERICA, N.A., as collateral agent for the Second Lien Secured Parties (in such capacity, together with its successors in such capacity, the "Collateral Agent").

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6 and 1.7 of the Credit Agreement shall apply to this Supplement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, Grantor has agreed to execute or otherwise authenticate and deliver this IP Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantor's U.S. Recordable Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office and any other Governmental Authorities located in the United States necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and Grantor agree as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Patent registrations and applications and exclusive licenses thereof 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").

SECTION 2. Security for Second Lien Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the payment of all amounts that constitute part of the Second Lien Obligations and would be owed to the Collateral Agent or the Second Lien Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Grantor.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable governmental officer located in the United States record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This IP Security Agreement may be executed by one or more of the parties to this IP Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a "pdf" or "tif")), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

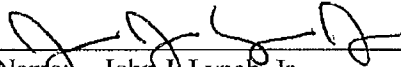
SECTION 7. Severability. Any provision of this IP Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to Grantor shall be given to it in care of the Borrower at the Borrower's address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional Second Lien Agreement, Grantor agrees to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this IP Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, Grantor and the Collateral Agent have duly executed this IP Security Agreement as of the day and year first above written.

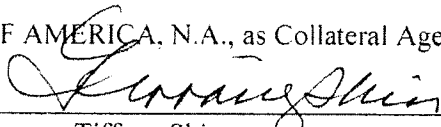
RENAISSANCE LEARNING, INC., as Grantor

By: 
Name: John D. Lynch, Jr.
Title: Chief Executive Officer

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 032655 FRAME: 0316

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Tiffany Shin

Title: Assistant Vice President

[Signature Page to Second Lien Patent Security Agreement]

PATENT
REEL: 032655 FRAME: 0317

SCHEDULE A TO THE
SECOND LIEN INTELLECTUAL PROPERTY
SECURITY AGREEMENT

UNITED STATES PATENTS AND EXCLUSIVE LICENSES THEREOF

Patent Title	Serial No.	Reg. No.	Owner
Wireless classroom response system allowing user to access a particular classroom by selecting corresponding network from a list of wireless networks	11/474,906	7502855	Renaissance Learning, Inc.
Wireless base station	29/252,646	D566115	Renaissance Learning, Inc.
Handheld wireless communication device	29/252,642	D552606	Renaissance Learning, Inc.
Handheld wireless communication device keypad	29/252,631	D541290	Renaissance Learning, Inc.
Device and method for inspecting markings	09/946,797	7068861	Renaissance Learning, Inc.
Automated language acquisition system and method	10/399,298	7052278	Renaissance Learning, Inc.
Optical mark reader	09/946,411	6736319	Renaissance Learning, Inc.
Optical mark reader housing	29/147,777	D476656	Renaissance Learning, Inc.
Analog to digital voltage measuring device	09/730,620	6348798	Renaissance Learning, Inc.
Test generating and formatting systems	08/903,573	6018617	Renaissance Learning, Inc.
Portable computer keyboard for use with a plurality of different host computers	08/398,355	5717428	Renaissance Learning, Inc.
System for automatically attaching a tag and highlight in a single action	61/872,470		Renaissance Learning, Inc.
Interactive organization of comments on an online social platform	13/902,572		Renaissance Learning, Inc.