

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342227

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Intellectual Property Security Agreement-Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Renaissance Learning, Inc.		04/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	One Independence Center		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86306615	STAR 360°	
<b>Serial Number:</b>	86269902		
<b>Serial Number:</b>	86330020	ACCELERATED READER 360°	
<b>Registration Number:</b>	4610710	LEARNALYTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, LTD		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F156003		
<b>NAME OF SUBMITTER:</b>	Rick Harrison		
<b>SIGNATURE:</b>	/Rick Harrison/		
<b>DATE SIGNED:</b>	05/22/2015		

OP \$115.00 86306615

**Total Attachments: 3**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT - TRADEMARKS

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Security Agreement"), dated as of April, 27, 2015 among the Person listed on the signature pages hereof (the "Grantor"), and BANK OF AMERICA, N.A., as collateral agent for the First 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 First 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 First 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 First Lien Secured Parties a security interest in all of such Grantor's right, title and interest in and to the United States Trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any "intent-to-use" trademark application filed with the United States Patent and Trademark Office prior to the filing of a "Statement to Use" or "Amendment to Allege Use" with respect thereto 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 First 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 First Lien Obligations and would be owed to the Collateral Agent or the First 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

**INTELLECTUAL PROPERTY SECURITY AGREEMENT - TRADEMARKS**

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 First 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.,

By: Mary Minch  
Name: Mary T. Minch  
Title: Chief Financial Officer

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

By: Tiffany Shin  
Name: Tiffany Shin  
Title: Assistant Vice President

**INTELLECTUAL PROPERTY SECURITY AGREEMENT - TRADEMARKS**

**SCHEDULE A**

**Dated: April 27, 2015**

**TRADEMARKS AND TRADEMARK APPLICATIONS**

<b><u>Registered Owner/Grantor</u></b>	<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Application No.</u></b>
Renaissance Learning, Inc.	STAR 360 and Design		86/306615
Renaissance Learning, Inc.	English in a Flash design only		86/269902
Renaissance Learning, Inc.	Accelerated Reader 360 and design		86-330020
Renaissance Learning, Inc.	Learnalytics word mark	4610710	