

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
McGraw-Hill International (U.K.) Limited

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
 Name: Living and Learning Limited  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Rutland House  
148 Edmund Street, Birmingham, England  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: B3 2JR  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: 01/29/2004

4. Application number(s) or patent number(s):  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
 A. Patent Application No.(s) \_\_\_\_\_  
 B. Patent No.(s) D373,143  
 Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Nicholas A. Kees  
 Internal Address: Godfrey & Kahn, S.C.  
 \_\_\_\_\_  
 Street Address: 780 N. Water Street  
 \_\_\_\_\_  
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and patents involved:  1  
 7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account  
 8. Deposit account number:  
07-1509

**DO NOT USE THIS SPACE**

9. Signature.  
Nicholas A. Kees  
 Name of Person Signing  Signature 2/2/04 Date  
 Total number of pages including cover sheet, attachments, and documents:  3

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patents & Trademarks, Box Assignments  
 Washington, D.C. 20231

CH \$40.00 071509 D373143

Attorney's Docket No.: 009316-0235

PATENT

**DESIGN PATENT ASSIGNMENT**

WHEREAS, The McGraw-Hill Companies, Inc., a corporation of the State of New York, having its principal place of business at 1221 Avenue of the Americas, New York, NY 10020, ("McGraw-Hill") is the owner of **MCGRAW-HILL INTERNATIONAL (U.K.) LIMITED** (Company Number 00064070) ("McGraw-Hill UK"), whose registered office is at McGraw-Hill House, Shoppenhangers Road, Maidenhead, Berkshire, SL6 2QL, England, as an indirect, wholly owned subsidiary of McGraw-Hill (which, together with McGraw-Hill, are sometimes referred to herein in the singular as the "Seller" and collectively as the "Sellers"); and

WHEREAS, McGraw-Hill UK is the owner of the entire right, title and interest in and to United States Design Patent Number D373,143 ("PATENT"); and

WHEREAS School Specialty, Inc., is a corporation of the State of Wisconsin, having a mailing address of P. O. Box 1579, Appleton, Wisconsin 54912 ("SSI"); and

WHEREAS, **LIVING AND LEARNING LIMITED** (Company Number 4827438) ("Living and Learning") whose registered office is at Rutland House, 148 Edmund Street, Birmingham, B3 2JR, England, a wholly-owned foreign subsidiary of SSI (SSI and Living and Learning are sometimes, collectively, referred to herein as the "Purchaser"), is desirous of acquiring the entire interest in, to and under the PATENT; and

WHEREAS, McGraw-Hill, McGraw-Hill UK, SSI and Living and Learning are parties to a Stock and Asset Purchase Agreement dated as of January 15, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Sellers are selling to the Purchaser the Shares of the Company and the Assets of the Acquired Business (as those terms are defined in the Agreement); and

WHEREAS, in connection with the transactions contemplated by the Agreement, McGraw-Hill UK is transferring to Living and Learning all of McGraw-Hill UK's right, title and interest in and to the PATENT and any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties hereto agree as follows:

1. McGraw-Hill UK hereby sells, assigns and transfers to Living and Learning the full and exclusive right, title and interest, in the United States and its territorial possessions, to the PATENT and any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof for the full term or terms for which the same was or may be granted.

PATENT  
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2. The terms, covenants and provisions of this Assignment shall inure to the benefit of Living and Learning, its successors, assigns, and/or legal representatives, and shall be binding upon McGraw-Hill UK, its successors, assigns and/or legal representatives.

3. Nothing herein is intended to transfer to Purchaser any or all of McGraw-Hill's rights of any kind with respect to the names "McGraw-Hill", "The McGraw-Hill Companies", "MH" and derivatives of such names or trademarks. However, SSI shall have certain rights to continue to use such trademarks as set forth in Section 5.10 of the Agreement.

4. McGraw-Hill's obligations to cooperate regarding this Assignment are set forth in Section 5.2 of the Agreement, which section is incorporated herein by reference.

IN WITNESS WHEREOF, McGraw-Hill UK has executed and delivered this instrument as of the 30<sup>th</sup> day of January, 2004.

MCGRAW-HILL INTERNATIONAL (U.K.) LIMITED

By: Frank Penglase  
Frank Penglase  
Director

State of New York )  
 ) ss.  
County of New York )

On this 29 day of January, 2004, before me appeared Frank Penglase, the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Peter J. O'Connor  
Notary Public

PETER J. O'CONNOR  
NOTARY PUBLIC, State of New York  
No. 41-4816506, Qual. in Queens County  
Certificate Filed in New York County  
Commission Expires May 31, 2006