

PATENT ASSIGNMENT

Electronic Version v1.1
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| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | |
|---|--|---------------|------------------------|--------------------------------|--------------------|---------------------|------------|----------------|-----------|----------------|---------|
| NATURE OF CONVEYANCE: | Termination of Security Interest TL | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>U.S. Bank National Association</td> <td>06/11/2013</td> </tr> </tbody> </table> | | Name | Execution Date | U.S. Bank National Association | 06/11/2013 | | | | | | |
| Name | Execution Date | | | | | | | | | | |
| U.S. Bank National Association | 06/11/2013 | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | |
| <table border="1"> <tr> <td>Name:</td> <td>School Specialty, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>W6316 Design Drive</td> </tr> <tr> <td>City:</td> <td>Greenville</td> </tr> <tr> <td>State/Country:</td> <td>WISCONSIN</td> </tr> <tr> <td>Postal Code:</td> <td>54942</td> </tr> </table> | | Name: | School Specialty, Inc. | Street Address: | W6316 Design Drive | City: | Greenville | State/Country: | WISCONSIN | Postal Code: | 54942 |
| Name: | School Specialty, Inc. | | | | | | | | | | |
| Street Address: | W6316 Design Drive | | | | | | | | | | |
| City: | Greenville | | | | | | | | | | |
| State/Country: | WISCONSIN | | | | | | | | | | |
| Postal Code: | 54942 | | | | | | | | | | |
| PROPERTY NUMBERS Total: 4 | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D478367</td> </tr> <tr> <td>Application Number:</td> <td>11511473</td> </tr> <tr> <td>Patent Number:</td> <td>6544039</td> </tr> <tr> <td>Patent Number:</td> <td>D538856</td> </tr> </tbody> </table> | | Property Type | Number | Patent Number: | D478367 | Application Number: | 11511473 | Patent Number: | 6544039 | Patent Number: | D538856 |
| Property Type | Number | | | | | | | | | | |
| Patent Number: | D478367 | | | | | | | | | | |
| Application Number: | 11511473 | | | | | | | | | | |
| Patent Number: | 6544039 | | | | | | | | | | |
| Patent Number: | D538856 | | | | | | | | | | |
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| ATTORNEY DOCKET NUMBER: | F145115 | | | | | | | | | | |
| NAME OF SUBMITTER: | Kaitlin Burwell | | | | | | | | | | |

OP \$160.00 D478367

| | |
|---|-------------------|
| Signature: | /Kaitlin Burwell/ |
| Date: | 06/17/2013 |
| Total Attachments: 3 source=Termination of Security Interest in Patents - School Specialty Inc #page2.tif source=Termination of Security Interest in Patents - School Specialty Inc #page3.tif source=Termination of Security Interest in Patents - School Specialty Inc #page4.tif | |

TERMINATION OF SECURITY INTEREST IN PATENTS

This **TERMINATION OF SECURITY INTEREST IN PATENTS**, dated as of June 11, 2013, is made by U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Secured Party"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Grant of Patent Security Interest, dated February 27, 2013, between the Secured Party and the Grantor (the "Patent Security Agreement").

WHEREAS, SCHOOL SPECIALTY, INC. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in the Patent Collateral, including those Patents referred to on Schedule A attached hereto;

WHEREAS, the Patent Security Agreement was recorded at the United States Patent and Trademark Office on March 1, 2013 at Reel 029903 and Frame 0687; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Patents, including, without limitation, the Patents identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Secured Party hereby agrees as follows:

1. Release. The Secured Party hereby terminates, relinquishes, discharges and releases all mortgages, liens, and security interests granted to the Secured Party, in the Patent Collateral, including:
 - a. all of the Grantor's Patents including those referred to on Schedule A attached hereto;
 - b. all goodwill of the business connected with the use of, and symbolized by, each Patent; and
 - c. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or (ii) injury to the goodwill associated with any Patent.
2. Further Assurances. The Secured Party hereby authorizes the Grantor or the Grantor's authorized representative to record this release with the United States Patent and Trademark Office. The Secured Party further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this release.
3. Governing Law. This release shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Patents to be duly executed as of the date first set forth above.

SECURED PARTY:

U.S. BANK NATIONAL ASSOCIATION

By: _____

Name:

James A. Hanley

Title:

Vice President

{Signature Page to Termination of Patent Security Interest for SCHOOL SPECIALTY, INC.}

**PATENT
REEL: 030629 FRAME: 0450**

SCHEDULE A
TO
TERMINATION OF SECURITY INTEREST IN PATENTS

School Specialty, Inc.

United States

| Title | Country | App. No. | Filing Date | Pat. No. | Issue Date |
|------------------------------------|----------------|-----------------|--------------------|-----------------|-------------------|
| DUAL SURFACE BALL | United States | 29/151,190 | 10/22/01 | D478367 | 08/12/03 |
| METHOD OF TEACHING READING (ii) | United States | 11/511,473 | 08/29/06 | | |
| METHOD OF TEACHING READING | United States | 09/726,550 | 12/01/00 | 6544039 | 04/08/03 |
| EDUCATIONAL GAME | United States | 29/241,872 | 11/01/05 | D538,856 | 03/20/07 |