

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Patents
CONVEYING PARTY DATA	
Name	Execution Date
School Specialty, Inc.	06/11/2013
RECEIVING PARTY DATA	
Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D478367
Patent Number:	8439684
Patent Number:	6544039
Patent Number:	D538856
CORRESPONDENCE DATA	
Fax Number:	8004947512
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	F145115
NAME OF SUBMITTER:	Katherine Stewart

502387495

PATENT
 REEL: 030629 FRAME: 0494

OP \$160.00 D478367

Signature:	/Katherine Stewart/
Date:	06/17/2013
Total Attachments: 5 source=SSI - TL - Patent Security Agreement - School Specialty (Executed Version)#page2.tif source=SSI - TL - Patent Security Agreement - School Specialty (Executed Version)#page3.tif source=SSI - TL - Patent Security Agreement - School Specialty (Executed Version)#page4.tif source=SSI - TL - Patent Security Agreement - School Specialty (Executed Version)#page5.tif source=SSI - TL - Patent Security Agreement - School Specialty (Executed Version)#page6.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS

(Patents and Patent Applications)

June 11, 2013

WHEREAS, School Specialty, Inc., a Delaware corporation (herein referred to as the “**Grantor**”) owns the Patent Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent, are parties to a Credit Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Patents), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Patent Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Patent Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Patent (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Patent referred to in Schedule 1 hereto; and
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future infringement of any Patent owned by the Grantor (including, without limitation, any Patent identified in Schedule 1 hereto).

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Patent Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Patents has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

This Notice of Grant of Security Interest in Patents may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Patents to be duly executed by its officer thereunto duly authorized as of date first written above.

SCHOOL SPECIALTY, INC.

By: _____

Name: David N. Vander Ploeg


Title: Executive Vice President, Chief
Financial Officer and Treasurer


[Notice of Grant of Security Interest in Patents]

PATENT
REEL: 030629 FRAME: 0498

Acknowledged:

CREDIT SUISSE AG,
CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 
Name: William O'Daly
Title: Authorized Signatory

By: 
Name: Philipp Horat
Title: Authorized Signatory

**Schedule 1
to Notice of Grant of
Security Interest in Patents**

SCHOOL SPECIALTY, INC.

U.S. PATENTS AND DESIGN PATENTS

Title	Country	App. No.	Filing Date	Pat. No.	Issue Date	Status
DUAL SURFACE BALL	United States	29/151,190	10/22/01	D478367	08/12/03	Granted
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06	8439684	05/14/13	Granted
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	Granted
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	Granted

U.S. PATENT APPLICATIONS

None.