

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4361536

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
SCHOOL SPECIALTY, INC.	04/07/2017
CHILDCRAFT EDUCATION, LLC	04/07/2017
SPORTIME, LLC	04/07/2017

RECEIVING PARTY DATA

Name:	TCW ASSET MANAGEMENT COMPANY, LLC, AS AGENT
Street Address:	200 CLARENDON STREET, 51ST FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02116

PROPERTY NUMBERS Total: 10

Property Type	Number
Patent Number:	6694893
Patent Number:	D478367
Patent Number:	6171173
Patent Number:	8439684
Patent Number:	6352382
Patent Number:	6544039
Patent Number:	D538856
Patent Number:	D537119
Patent Number:	7618358
Patent Number:	6176637

CORRESPONDENCE DATA

Fax Number: (312)863-7867

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.

Phone: 3128637267

Email: jaclyn.digrande@goldbergekohn.com

Correspondent Name: JACLYN DI GRANDE - PARALEGAL

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Address Line 2: 55 E MONROE ST., SUITE 3300

PATENT

Address Line 4:	CHICAGO, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	7129.023
NAME OF SUBMITTER:	JACLYN DI GRANDE
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	04/10/2017
Total Attachments: 6 source=School - Patent Security Agreement#page1.tif source=School - Patent Security Agreement#page2.tif source=School - Patent Security Agreement#page3.tif source=School - Patent Security Agreement#page4.tif source=School - Patent Security Agreement#page5.tif source=School - Patent Security Agreement#page6.tif	

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made this 7th day of April, 2017, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TCW Asset Management Company, LLC ("TCW"), in its capacity as agent for each Lender (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of April 7, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among SCHOOL SPECIALTY, INC., a Delaware corporation ("Borrower"), each Person party thereto as a guarantor from time to time, the financial institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders") Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Guaranty and Collateral Agreement, dated as of April 7, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement or, if not defined therein, in the Loan Agreement, and this Patent Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (excluding any Excluded Assets, collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any Intellectual Property License, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any Patent Intellectual Property License, to the extent permitted in the license.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guaranty and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement is a Loan Document. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or

other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

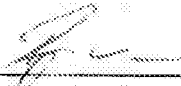
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS PATENT SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 14 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

SCHOOL SPECIALTY, INC.

By:  _____

Name: Ryan M. Bohr

Title: Executive Vice President and Chief
Financial Officer

CHILDCRAFT EDUCATION, LLC

By: School Specialty, Inc., its sole member

By:  _____

Name: Joseph M. Yorick

Title: President and Chief Executive Officer

SPORTIME, LLC

By: School Specialty, Inc., its sole member

By:  _____

Name: Joseph M. Yorick

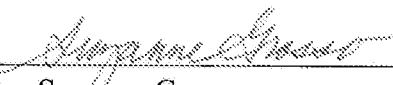
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TCW Asset Management Company, LLC

By: 
Name: Suzanne Grosso _____
Title: Managing Director _____

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patents

Title	Country	App. No.	Filing Date	Pat. No.	Issue Date	Grantor
ART TABLE	United States	10/068,439	02/05/02	6694893	02/24/04	School Specialty, Inc.
DUAL SURFACE BALL	United States	29/151,190	10/22/01	D478367	08/12/03	School Specialty, Inc.
TOY REFRIGERATOR HAVING AN ACTIVITY SURFACE	United States	09/479,004	01/07/00	6171173	01/09/01	Childcraft Education, LLC
METHOD OF TEACHING READING (ii)	United States	11/511,473	08/29/06	8439684	05/14/13	School Specialty, Inc.
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6352382	03/05/02	Childcraft Education, LLC
METHOD OF TEACHING READING	United States	09/726,550	12/01/00	6544039	04/08/03	School Specialty, Inc.
EDUCATIONAL GAME	United States	29/241,872	11/01/05	D538,856	03/20/07	School Specialty, Inc.
TRAINING DEVICE	United States	29/240,540	10/14/05	D537,119	02/20/07	Sportime, LLC
TRAINING DEVICE	United States	11/365,973	03/01/06	7618358	11/17/09	Sportime, LLC
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	United States	09/263,751	03/05/99	6176637	01/23/01	Childcraft Education, LLC

Patent Licenses

None.