

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Childcraft Education Corp.		06/11/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
Internal Address:	4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3264692	ABC
Registration Number:	2298368	ABC SCHOOL SUPPLY
Registration Number:	2338224	WHERE EDUCATION MEETS IMAGINATION ABC
Registration Number:	3954275	BIRD-IN-HAND
Registration Number:	3954276	BIRD-IN-HAND WOODWORKS
Registration Number:	712499	CHILDCRAFT
Registration Number:	2006367	CHILDCRAFT
Registration Number:	1933650	KORNERS FOR KIDS
Registration Number:	1272927	MAGNASTIKS
Registration Number:	2792916	TUFF-GLIDE SYSTEM
Registration Number:	2388545	WHERE EDUCATION MEETS IMAGINATION
Registration Number:	4273401	WHERE THE CHILD COMES FIRST

CORRESPONDENCE DATA

CH \$315.00 3264692

Fax Number: 9177777373

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-735-3000

Email: andrew.patrick@skadden.com

Correspondent Name: Skadden Arps Slate Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: John Deming, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/356
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	06/27/2013

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**(Trademarks, Trademark Registrations and Trademark Applications)**

June 11, 2013

WHEREAS, Childcraft Education Corp., a New York corporation (herein referred to as the “**Grantor**”) owns the Trademark 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 Bank of America, N.A., as Agent, are parties to a Loan 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 Bank of America, N.A., as 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 Trademarks), 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 Trademark 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 “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; 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 unfair competition with, or violation of intellectual property rights in connection with or injury to, or

infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto); *provided* that no security interest shall be granted in any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law.

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 Trademark 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 Trademarks 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).

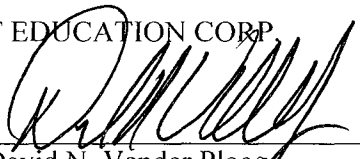
This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

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

CHILDCRAFT EDUCATION CORP.

By: _____


Name: David N. Vander Ploeg

Title: Vice President & Treasurer

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005057 FRAME: 0865

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

CHILDCRAFT EDUCATION CORP.

U.S. TRADEMARK REGISTRATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
ABC	Childcraft Education Corp	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC SCHOOL SUPPLY	Childcraft Education Corp	Registered	2298368		07-Dec-1999	
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education Corp	Registered	2338224		04-Apr-2000	
BIRD-IN-HAND	Childcraft Education Corp	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education Corp	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
CHILDCRAFT	Childcraft Education Corp	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education Corp	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
KORNERS FOR KIDS	Childcraft Education Corp	Registered	1933650		07-Nov-1995	
MAGNASTIKS (Stylized)	Childcraft Education Corp	Registered	1272927	73/413,192	03-Apr-1984	18-Jan-1983
TUFF-GLIDE SYSTEM	Childcraft Education Corp	Registered	2792916	78/103,107	09-Dec-2003	16-Jan-2002
WHERE EDUCATION MEETS IMAGINATION	Childcraft Education Corp	Registered	2388545		19-Sep-2000	
WHERE THE CHILD COMES FIRST	Childcraft Education Corp	Registered	4273401	85/555,103	8-Jan-2013	28-Feb-2012

U.S. TRADEMARK APPLICATIONS

None.