

## 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                         |
| ClassroomDirect.com, LLC  |   | 06/11/2013          | LIMITED LIABILITY COMPANY: DELAWARE |
| 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: 3 |   |                     |                                     |
| Property Type             | Number  | Word Mark           |                                     |
| Registration Number:      | 2795089   | CLASSROOM DIRECT    |                                     |
| Registration Number:      | 3685902   | CLASSROOMDIRECT.COM |                                     |
| Registration Number:      | 1793996   | RE-PRINT            |                                     |
| CORRESPONDENCE DATA       |   |                     |                                     |
| Fax Number:               | 9177777373  |                     |                                     |
|                           | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                     |                                     |
| 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  |                     |                                     |

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|---|---------------|
| NAME OF SUBMITTER:  | John Deming   |
| Signature:  | /John Deming/ |
| Date:   | 06/27/2013    |
| <b>Total Attachments: 5</b><br>source=SSI - ABL - Trademark Security Agreement - ClassroomDirect (Executed Version) (2)#page1.tif<br>source=SSI - ABL - Trademark Security Agreement - ClassroomDirect (Executed Version) (2)#page2.tif<br>source=SSI - ABL - Trademark Security Agreement - ClassroomDirect (Executed Version) (2)#page3.tif<br>source=SSI - ABL - Trademark Security Agreement - ClassroomDirect (Executed Version) (2)#page4.tif<br>source=SSI - ABL - Trademark Security Agreement - ClassroomDirect (Executed Version) (2)#page5.tif |               |

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS**

**(Trademarks, Trademark Registrations and Trademark Applications)**

June 11, 2013

WHEREAS, ClassroomDirect.com, LLC, (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.

[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 Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

CLASSROOMDIRECT.COM, LLC

By: \_\_\_\_\_



Name: David N. Vander Ploeg

Title: Vice President & Treasurer

[Notice of Grant of Security Interest in Trademarks]



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

**CLASSROOMDIRECT.COM, LLC**

**U.S. TRADEMARK REGISTRATIONS**

| <b>Mark</b>         | <b>Bus. Unit / Owner</b>    | <b>Status</b> | <b>Reg. No.</b> | <b>App. No.</b> | <b>Reg. Date</b> | <b>Filing Date</b> |
|---------------------|-----------------------------|---------------|-----------------|-----------------|------------------|--------------------|
| CLASSROOM DIRECT    | Classroom Direct.com<br>LLC | Registered    | 2795089         | 75606640        | 16-Dec-2003      | 12-Sept-1998       |
| CLASSROOMDIRECT.COM | Classroom Direct.com<br>LLC | Registered    | 3685902         | 77/686,524      | 22-Sep-2009      | 09-Mar-2009        |
| RE-PRINT            | Classroom Direct.com<br>LLC | Registered    | 1793996         | 74/338,876      | 21-Sep-1993      | 10-Dec-1992        |

**U.S. TRADEMARK APPLICATIONS**

None.