

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
Premier Agendas, Inc.		06/11/2013	CORPORATION: WASHINGTON

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: 28

Property Type	Number	Word Mark
Registration Number:	1753883	
Registration Number:	2161267	AGENDA MATE
Registration Number:	2722431	DISCOVER AGENDA
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Registration Number:	4339936	INCOMMAND
Registration Number:	4339937	INCOMMAND PRO
Registration Number:	4094352	JOURNEY TO SUCCESS
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2120485	OLIVIA OWL
Registration Number:	3842377	ONTRAC
Registration Number:	3793647	ONTRAC
Registration Number:	3117874	PREMIER GO PROGRAM
Registration Number:	3695170	PREMIERCAMPUS

CH \$715.00 1753883

Registration Number:	4126207	THE 101
Registration Number:	3343824	TIMETRACKER
Registration Number:	3935126	UGO365
Registration Number:	4176073	UGO365
Serial Number:	85894280	HEALTH MATTERS
Serial Number:	85767880	OTMP
Serial Number:	85886141	P2
Serial Number:	85903040	P2 - PREMIER PRODUCTIVITY & LEARNING SYS
Serial Number:	85909609	PLANET SMART
Serial Number:	85767883	PREMIER OTMP
Serial Number:	85767887	PREMIER OTMP CURRICULUM
Serial Number:	85767886	PREMIER OTMP PROGRAM
Serial Number:	85767889	PREMIER OTMP SKILL-BUILDING PROGRAM
Serial Number:	85903045	PREMIER P2 WORKSTATION
Serial Number:	85736959	RAISING RESPECT: TAKE A STAND AGAINST BU

CORRESPONDENCE DATA

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: 6

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

June 11, 2013

WHEREAS, Premier Agendas, Inc., a Washington 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.

[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.

PREMIER AGENDAS, INC

By: _____

Name: David N. Vander Ploeg

Title: Vice President & Treasurer

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005057 FRAME: 0991

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: Jim My
Name: Jason Riley
Title: SVP

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005057 FRAME: 0992

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

PREMIER AGENDAS, INC.

U.S. TRADEMARK REGISTRATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
IST & Design	Premier Agendas, Inc.	Registered	1753883		23-Feb-1993	
AGENDA MATE	Premier Agendas, Inc.	Registered	2161267		02-Jun-1998	
DISCOVER AGENDA	Premier Agendas, Inc.	Registered	2722431		03-Jun-2003	
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, Inc.	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, Inc.	Registered	4339936	85/627,761	21-May-2013	17-May-2012
INCOMMAND PRO	Premier Agendas, Inc.	Registered	4339937	85/627,763	21-May-2013	17-May-2012
JOURNEY TO SUCCESS	Premier Agendas, Inc.	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
MAKE IT A RULE TO PLAN	Premier Agendas, Inc.	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996
OLIVIA OWL	Premier Agendas, Inc.	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, Inc.	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, Inc.	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
PREMIER GO PROGRAM	Premier Agendas, Inc.	Registered	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIERCAMPUS	Premier Agendas, Inc.	Registered	3695170	77/663,998	13-Oct-2009	05-Feb-2009
THE 101	Premier Agendas, Inc.	Registered	4126207	85/091,113	10-Apr-2012	22-Jul-2010
TIMETRACKER	Premier Agendas, Inc.	Registered	3343824	78/682,790	27-Nov-2007	01-Aug-2005
UGO365	Premier Agendas, Inc.	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	Premier Agendas, Inc.	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010

U.S. TRADEMARK APPLICATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
HEALTH MATTERS	Premier Agendas, Inc.	Pending		85/894,280		03-Apr-2013
OTMP	Premier Agendas, Inc.	Pending		85/767,880		31-Oct-2012
P2	Premier Agendas, Inc.	Pending		85/886,141		26-Mar-2013
P2 – PREMIER PRODUCTIVITY & LEARNING SYSTEM	Premier Agendas, Inc.	Pending		85/903,040		12-Apr-2013
PLANETSMART	Premier Agendas, Inc.	Pending		85/909,609		19-Apr-2013
PREMIER OTMP	Premier Agendas, Inc.	Pending		85/767,883		31-Oct-2012
PREMIER OTMP CURRICULUM	Premier Agendas, Inc.	Pending		85/767,887		31-Oct-2012
PREMIER OTMP PROGRAM	Premier Agendas, Inc.	Pending		85/767,886		31-Oct-2012
PREMIER OTMP SKILL- BUILDING PROGRAM	Premier Agendas, Inc.	Pending		85/767,889		31-Oct-2012
PREMIER P2 WORKSTATION	Premier Agendas, Inc.	Pending		85/903,045		12-Apr-2013
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Premier Agendas, Inc.	Pending		85/736,959		09-24-2012