

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
Sportime, 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: 14		
Property Type	Number	Word Mark
Registration Number:	1741976	ABILITATIONS
Registration Number:	1542482	B THE SPEECH BIN
Registration Number:	1836922	CATCH BALL
Registration Number:	2986067	CELL-U-LAR RUBBER TECHNOLOGY
Registration Number:	1737386	CHIME TIME
Registration Number:	2793125	INTEGRATIONS
Registration Number:	1766015	PHYSIO-ROLL
Registration Number:	3548583	RAGBALL
Registration Number:	1955231	SPORDAS
Registration Number:	1665914	SPORTIME
Registration Number:	1085148	SPORTIME
Registration Number:	2498193	SPORTIME
Registration Number:	3205537	THE SPEECH BIN

CH \$365.00 1741976

Serial Number:

85663797

VB-TRAINER

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: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations and Trademark Applications)

June 11, 2013

WHEREAS, Sportime, LLC, a Delaware limited liability 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.

SPORTIME, LLC

By: _____

Name: David N. Vander Ploeg

Title: Vice President & Treasurer

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005058 FRAME: 0244

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

SPORTIME, LLC

U.S. TRADEMARK REGISTRATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
ABILITATIONS	Sportime, LLC	Registered	1741976	74/265,815	22-Dec-1992	15-Apr-1992
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482		06-Jun-1989	
CATCH BALL and Design	Sportime, LLC	Registered	1836922	74/278,480	17-May-1994	26-May-1992
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	Sportime, LLC	Registered	2986067	78/134,349	16-Aug-2005	10-Jun-2002
CHIME TIME	Sportime, LLC	Registered	1737386	74/265,816	01-Dec-1992	15-Apr-1992
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
RAG BALL & Design	Sportime, LLC	Registered	3548583	76/338,171	23-Dec-2008	15-Nov-2001
SPORDAS (STYLIZED)	Sportime, LLC	Registered	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	74/100,635	26-Nov-1991	26-Sep-1990
SPORTIME	Sportime, LLC	Registered	1085148	73/120,398	07-Feb-1978	25-Mar-1977
SPORTIME and Design	Sportime, LLC	Registered	2498193	76/130,890	16-Oct-2001	19-Sep-2000
THE SPEECH BIN	Sportime, LLC	Registered	3205537	78/801,406	06-Feb-2007	27-Jan-2006

U.S. TRADEMARK APPLICATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
VB-TRAINER	Sportime, LLC	Pending		85/663,797		28-Jun-2012