

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328088

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SSI Guardian, LLC		12/19/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	135 South LaSalle Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86467471	GUARDIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>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.</i>			
<b>Phone:</b>	2127353000		
<b>Email:</b>	justin.selle@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Aliya Sanders, Esq.		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	401180/356		
<b>NAME OF SUBMITTER:</b>	Aliya Sanders		
<b>SIGNATURE:</b>	/Aliya Sanders/		
<b>DATE SIGNED:</b>	01/06/2015		
<b>Total Attachments: 5</b>			
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## NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

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

December 19, 2014

WHEREAS, SSI Guardian, LLC, a Delaware limited liability company having a mailing address at 1209 Orange Street, Wilmington, DE 19801 (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., a National Bank association located at 135 South LaSalle Street, 4th Floor, Chicago, IL 60603, as Agent, are parties to a Loan Agreement dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**");

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement) among the Borrowers, the Guarantors 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);

WHEREAS, Grantor is an affiliate of Borrower and is becoming a party to the Security Agreement as a Guarantor and Grantor thereunder and, in connection therewith, has all the rights and obligations of a Guarantor and Grantor thereunder and be bound by all provisions thereof as fully as if the Grantor were one of the original parties thereto; and

WHEREAS, the Security Agreement requires that Intellectual Property Notices be executed and submitted for recordation by Grantor with respect to Recordable Intellectual Property owned or acquired by any Grantor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms and 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 member thereunto duly authorized as of the date first written above.

SSI GUARDIAN, LLC

By: School Specialty, Inc., its sole member

By:   
Name: Kevin L. Bashin  
Title: CEO

Signature page to NOTICE OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS to Bank of America by SSI Guardian, LLC

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TRADEMARK  
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Acknowledged:

BANK OF AMERICA, N.A.,  
as Agent

By: B-4B-  
Name: Brad H. Breidenbach  
Title: SVP

Signature page to NOTICE OF GRANT OF SECURITY INTEREST IN  
TRADEMARKS to Bank of America by SSI Guardian, LLC

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

**SSI GUARDIAN, LLC**

**U.S. TRADEMARK REGISTRATIONS**

None.

**U.S. TRADEMARK APPLICATIONS**

Mark	App. No.	Filing Date
GUARDIAN	86/467,471	12/01/2014