

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328096

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
School Specialty, Inc.		12/19/2014	CORPORATION: 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: 10

Property Type	Number	Word Mark
Registration Number:	4588323	RECIPE FOR READING
Serial Number:	86283572	ROYAL SEATING
Serial Number:	86283569	R
Serial Number:	86303892	S.P.I.R.E. TOUCH PHONICS
Serial Number:	86303897	S.P.I.R.E. TOUCH PHONICS
Serial Number:	86391603	NEOCLASS
Serial Number:	86391602	APOLLO
Serial Number:	86395241	NEOROK
Serial Number:	86398235	NEOMOVE
Serial Number:	86406290	CLASSROOM SELECT

CORRESPONDENCE DATA

Fax Number: 2127352000

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.

Phone: 2127353000

Email: justin.selle@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Aliya Sanders, Esq.

TRADEMARK

Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	401180/356
NAME OF SUBMITTER:	Aliya Sanders
SIGNATURE:	/Aliya Sanders/
DATE SIGNED:	01/06/2015
Total Attachments: 5 source=Supplemental Trademark Security Agreement#page1.tif source=Supplemental Trademark Security Agreement#page2.tif source=Supplemental Trademark Security Agreement#page3.tif source=Supplemental Trademark Security Agreement#page4.tif source=Supplemental Trademark Security Agreement#page5.tif	

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

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

December 19, 2014

WHEREAS, School Specialty, Inc., a Delaware corporation having a mailing address at P. O. Box 1579, Appleton, WI 54912 (herein referred to as the “**Grantor**”) owns the Trademark Collateral (as defined below).

WHEREAS, the Grantor, the subsidiaries of the Grantor party thereto as Borrowers (together with the Grantor, 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 Supplemental 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, a Notice of Grant of Security Interest in Trademarks dated as of June 11, 2013 (the “**Original Notice**”) was executed by Grantor in favor of Grantee and was recorded in the United States Patent and Trademark Office on June 27, 2013, at Reel 5057 / Frame 0861; and

WHEREAS, the Security Agreement requires that Intellectual Property Notices be executed and submitted for recordation by Grantor, with respect to Recordable Intellectual Property acquired by Grantor subsequent to the execution and delivery to Agent of any prior Intellectual Property Notices, and Grantor has acquired certain Trademark registrations and applications as set forth on Schedule 1 hereto.

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 Supplemental 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 Supplemental 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.]

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: B. H. B.
Name: Brad H. Breidenbach
Title: SUP

Signature page to SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST
IN TRADEMARKS to Bank of America - SSI

#86508020v1

TRADEMARK
REEL: 005435 FRAME: 0310

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

SCHOOL SPECIALTY, INC.

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
RECIPE FOR READING	4,588,323	86/160,841	08/19/2014	01/08/2014

U.S. TRADEMARK APPLICATIONS

Mark	App. No.	Filing Date
ROYAL SEATING	86/283,572	05/16/2014
R Stylized	86/283,569	05/16/2014
S.P.I.R.E. TOUCH PHONICS	86/303,892	06/09/2014
S.P.I.R.E. TOUCH PHONICS Logo	86/303,897	06/09/2014
NEOCLASS	86/391,603	09/11/2014
APOLLO	86/391,602	09/11/2014
NEOROK	86/395,241	09/15/2014
NEOMOVE	86/398,235	09/18/2014
CLASSROOM SELECT	86/406,290	09/25/2014