

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Interest Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., including as Collateral Agent, as Administrative Agent, as Agent, and as successor-in-interest to NationsBank, N.A., as Administrative Agent, and NationsBank, N.A., as Agent		04/23/2010	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	1455 Market Street		
Internal Address:	5th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94103		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 112			
Property Type	Number	Word Mark	
Registration Number:	2130349	CALIFONE	
Registration Number:	1186512	CALIFONE	
Registration Number:	0582612	CALIFONE	
Registration Number:	3140209	SIDEWALK SCIENCE	
Registration Number:	2792916	TUFF-GLIDE SYSTEM	
Registration Number:	2338224	WHERE EDUCATION MEETS IMAGINATION ABC	
Registration Number:	2298368	ABC SCHOOL SUPPLY	
Registration Number:	2388545	WHERE EDUCATION MEETS IMAGINATION	
Registration Number:	2006367	CHILDCRAFT	
Registration Number:	1933650	KORNERS FOR KIDS	

OP \$2815.00 2130349

Registration Number:	1645392	MAGNASTIKS
Registration Number:	1272927	MAGNASTIKS
Registration Number:	0712499	CHILDCRAFT
Registration Number:	2530234	CLASSROOMDIRECT.COM
Registration Number:	2795089	CLASSROOM DIRECT
Registration Number:	1793996	RE-PRINT
Registration Number:	3100515	DOTCAR
Registration Number:	3063278	DELTA SCIENCE FIRST READERS
Registration Number:	3010435	GETTING STARTED WITH MANIPULATIVES
Registration Number:	2923833	DELTA CIRCUITWORKS
Registration Number:	2755799	FRACTION BURGER
Registration Number:	2844301	DELTA SCIENCE MODULE
Registration Number:	2837853	DECIMAL DOG
Registration Number:	2812356	DELTA EDUCATION
Registration Number:	2552466	NEO/BLOOD
Registration Number:	2599179	DIAL-A-SHAPE
Registration Number:	2599178	DIAL-A-VARIABLE
Registration Number:	2509888	DIAL-A-TRIAL
Registration Number:	2509887	DIAL-A-VOLUME
Registration Number:	2509886	DIAL-A-PATTERN
Registration Number:	2605461	MATH TUNE-UPS
Registration Number:	2472426	FUNCTION SHAKE
Registration Number:	2458617	DIAL-A-DIGIT
Registration Number:	2462811	FRACTIONOES
Registration Number:	2456424	DIAL-A-TIME
Registration Number:	2462810	DIAL-A-FRACTION
Registration Number:	2458616	DIAL-A-DOLLAR
Registration Number:	2370886	SCIENCE IN A NUTSHELL
Registration Number:	2458341	MATH IN A NUTSHELL
Registration Number:	2502701	SCIENCE VIEW
Registration Number:	2368405	DECIMAL DOG
Registration Number:	2343563	BASE TEN FRIES
Registration Number:	2463291	A CLEAR VIEW
Registration Number:	2374672	DELTA EDUCATION & DESIGN
Registration Number:	2343043	DELTA EDUCATION

TRADEMARK

REEL: 004194 FRAME: 0513

Registration Number:	2451571	NEO/RESOURCE
Registration Number:	2460125	NEO/LAB
Registration Number:	2451570	NEO/SLIDE
Registration Number:	2048906	S.P.I.R.E.
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	1907146	BECAUSE CHILDREN LEARN BY DOING
Registration Number:	1783147	DELTA EDUCATION SCIS 3
Registration Number:	3343824	TIMETRACKER
Registration Number:	3117882	GO WORKBOOK
Registration Number:	3117874	PREMIER GO PROGRAM
Registration Number:	2722431	DISCOVER AGENDA
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2161267	AGENDA MATE
Registration Number:	2120485	OLIVIA OWL
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Registration Number:	1753883	
Registration Number:	1746677	VERSA TEMP
Registration Number:	1262365	WRITE ON
Registration Number:	1271755	TRUE-FLOW
Registration Number:	3218948	MAKING CONNECTIONS
Registration Number:	3218947	EPS PHONICS PLUS
Registration Number:	3103791	CLASSROOM DESIGNER
Registration Number:	3735305	SCHOOL SMART
Registration Number:	3376477	SCHOOL SMART
Registration Number:	3437742	SCHOOL SPECIALTY ONLINE
Registration Number:	3033079	EDUCATION ESSENTIALS
Registration Number:	3024505	
Registration Number:	3007875	SCHOOL SPECIALTY THE POWER OF TEACHING THE WONDERS OF LEARNING
Registration Number:	2924357	BLOOMING ARTISTS
Registration Number:	3039679	EPS
Registration Number:	2988601	EDUCATORS PUBLISHING SERVICE
Registration Number:	2730228	ULTRA PLUS
Registration Number:	2589390	JUNEBOX
Registration Number:	2589388	JUNEBOX.COM

Registration Number:	2589382	JUNEBOX.COM
Registration Number:	2393552	FREY SCIENTIFIC
Registration Number:	2393549	BRODHEAD GARRETT
Registration Number:	2543407	PREMIER SCIENCE
Registration Number:	3162946	CLASSROOM SELECT
Registration Number:	2434267	CLAIMS TO FAME
Registration Number:	2407936	SAX
Registration Number:	2281714	EPS
Registration Number:	2292730	EPS
Registration Number:	2287995	EPS
Registration Number:	2279489	EPS
Registration Number:	2279483	MAKE TODAY COUNT
Registration Number:	2276181	EXPLODE THE CODE
Registration Number:	2325691	PRIMARY PHONICS
Registration Number:	2278178	WORDLY WISE
Registration Number:	2351297	SCHOOL SPECIALTY
Registration Number:	2257283	SAX
Registration Number:	2163913	SOUNDS SENSIBLE
Registration Number:	2086842	SCHOOL SPECIALTY
Registration Number:	2465862	TOUCHPHONICS
Registration Number:	3126350	SPORTIME FITNESS & SPORT
Registration Number:	3002730	SPORTIME FITNESS & SPORT
Registration Number:	2793125	INTEGRATIONS
Registration Number:	2986067	CELL-U-LAR RUBBER TECHNOLOGY
Registration Number:	3548583	RAGBALL
Registration Number:	2498193	SPORTIME
Registration Number:	1766015	PHYSIO-ROLL
Registration Number:	1955231	SPORDAS
Registration Number:	1836922	CATCH BALL
Registration Number:	1737386	CHIME TIME
Registration Number:	1741976	ABILITATIONS
Registration Number:	1665914	SPORTIME
Registration Number:	1085148	SPORTIME

CORRESPONDENCE DATA

TRADEMARK
REEL: 004194 FRAME: 0515

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4566 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	04/28/2010

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY INTEREST ASSIGNMENT AGREEMENT (the "Agreement") is made and entered into as of April 23, 2010, by Bank of America, N.A., including as Collateral Agent, as Administrative Agent, as Agent, and as successor-in-interest to NationsBank, N.A., as Administrative Agent, and NationsBank, N.A., as Agent, with an address of 1455 Market Street, 5th Floor, San Francisco, California 94103 ("Assignor"), in favor of Bank of America, N.A., as Administrative Agent, a Delaware corporation with an address of 1455 Market Street, 5th Floor, San Francisco, California 94103 ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor is the present legal and equitable owner and holder of the Security Instrument (as hereinafter defined) on that certain intellectual property described on Exhibit A annexed hereto and made a part hereof or otherwise subject to the Security Instrument; and

WHEREAS, the parties hereto desire that Assignor assign to Assignee all of Assignor's right, title and interest in and to the Security Instrument.

NOW, THEREFORE, in consideration of the mutual and dependent promises and undertakings set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to those certain security instruments listed on Exhibit B and associated recordations listed on Exhibit B, together with any rider, addendum, exhibit, schedule and attachment thereto (collectively, the "Security Instruments"), together with all attendant liens, rights, title, assignments, interests (including security interests), and filings pertaining thereto. Furthermore, Assignor does hereby grant and delegate to Assignee any and all of the duties and obligations of Assignor under each of the Security Instruments from and after the date hereof.

2. Representations and Warranties of Assignor. This Agreement is an absolute assignment. This Assignment is made without recourse, representation, or warranty, express or implied, except that the Assignor represents and warrants that (i) it has the requisite power and authority and the legal right to enter into this Agreement, and to perform its obligations hereunder and (ii) this Agreement has been duly executed and delivered on its behalf and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Assignee is located.

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Partial Invalidity. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

6. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

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IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date above first written.

ASSIGNOR:

Bank of America, N.A., including as Collateral Agent, as Administrative Agent, as Agent, and as successor-in-interest to NationsBank, N.A., as Administrative Agent, and NationsBank, N.A., as Agent

By: Anthea Del Bianco

Name: Anthea Del Bianco

Title: Vice President

EXHIBIT A

INTELLECTUAL PROPERTY

Califone International, Inc. U.S. Issued Patent

Description	Patent No.	Issued
HEADPHONE SHELL	D379817	06/10/97

Childcraft Education Corp. U.S. Issued Patents

Description	Patent No.	Issued
ART TABLE	6694893	02/24/04
CHAIR	D471730	03/18/03
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	6352382	03/05/02
BIN AND BAY SHELVING AND STORAGE UNIT	D437706	02/20/01
CORNER MOULDING AND IMPROVED CORNER CONSTRUCTION	6176637	01/23/01
COAT RACK AND STORAGE UNIT	D436263	01/16/01
TOY REFRIGERATOR HAVING AN ACTIVITY SURFACE	6171173	01/09/01
HANDLES IN A PAIR OF SWINGING DOORS	D429097	08/08/00
ROOM DIVIDER	D423825	05/02/00
ART TABLE	D423254	04/25/00
ROLLING BIN	D423171	04/18/00

School Specialty, Inc. U.S. Issued Patents

Description	Patent No.	Issued
EDUCATIONAL GAME	D538856	03/20/07
DUAL-SURFACE BALL	D478367	08/12/03
CHAIR	D470320	02/18/03

Sportime, LLC U.S. Issued Patents

Description	Patent No.	Issued
TRAINING DEVICE	D537119	02/20/07
JUGGLING TOY	D382323	08/12/97
PORTHOLE PARACHUTE PLAYTHING FOR GROUP ACTIVITY	D377955	02/11/97
SOFT TIP FOOTBALL	4998728	03/12/91

Califone International, Inc. U.S. Registered Marks

Mark	Registration No.	Registration Date
CALIFONE	2130349	01/20/98
CALIFONE	1186512	01/19/82
CALIFONE	0582612	11/24/53

Childcraft Education Corp. U.S. Registered Marks

Mark	Registration No.	Registration Date
SIDEWALK SCIENCE	3140209	09/05/06
TUFF-GLIDE SYSTEM	2792916	12/09/03
ABC WHERE EDUCATION MEETS IMAGINATION and Design	2338224	04/04/00
ABC SCHOOL SUPPLY	2298368	12/07/99
WHERE EDUCATION MEETS IMAGINATION	2388545	09/19/00
CHILDCRAFT	2006367	10/08/96
KORNERS FOR KIDS	1933650	11/07/95
MAGNASTIKS	1645392	05/21/91
MAGNASTIKS	1272927	04/03/84
CHILDCRAFT	0712499	03/14/61

Classroomdirect.com, LLC U.S. Registered Marks

Mark	Registration No.	Registration Date
CLASSROOMDIRECT.COM	2530234	01/15/02
CLASSROOM DIRECT	2795089	12/16/03
RE-PRINT	1793996	09/21/93

Delta Education, LLC U.S. Registered Marks

Mark	Registration No.	Registration Date
DOTCAR	3100515	06/06/06
DELTA SCIENCE FIRST READERS	3063278	02/28/06
GETTING STARTED WITH MANIPULATIVES	3010435	11/01/05
DELTA CIRCUITWORKS	2923833	02/01/05
FRACTION BURGER	2755799	08/26/03
DELTA SCIENCE MODULE	2844301	05/25/04
DECIMAL DOG	2837853	05/04/04
DELTA EDUCATION	2812356	02/10/04
NEO/BLOOD	2552466	03/26/02
DIAL-A-SHAPE	2599179	07/23/02
DIAL-A-VARIABLE	2599178	07/23/02
DIAL-A-TRIAL	2509888	11/20/01
DIAL-A-VOLUME	2509887	11/20/01
DIAL-A-PATTERN	2509886	11/20/01
MATH TUNE-UPS	2605461	08/06/02
FUNCTION SHAKE	2472426	07/24/01
DIAL-A-DIGIT	2458617	06/05/01
FRACTIONOES	2462811	06/19/01
DIAL-A-TIME	2456424	05/29/01
DIAL-A-FRACTION	2462810	06/19/01
DIAL-A-DOLLAR	2458616	06/05/01
SCIENCE IN A NUTSHELL	2370886	07/25/00
MATH IN A NUTSHELL	2458341	06/05/01
SCIENCE VIEW	2502701	10/30/01
DECIMAL DOG	2368405	07/18/00
BASE TEN FRIES	2343563	04/18/00

Mark	Registration No.	Registration Date
A CLEAR VIEW	2463291	06/26/01
DELTA EDUCATION and Design	2374672	08/08/00
DELTA EDUCATION and Design	2343043	04/18/00
NEO/RESOURCE	2451571	05/15/01
NEO/LAB	2460125	06/12/01
NEO/SLIDE	2451570	05/15/01
S.P.I.R.E.	2048906	04/01/97
FAST FOOD FOR THOUGHT	1877608	02/07/95
BECAUSE CHILDREN LEARN BY DOING	1907146	07/25/95
DELTA EDUCATION SCIS 3 and Design	1783147	07/20/93

Premier Agendas, Inc. U.S. Registered Marks

Mark	Registration No.	Registration Date
TIMETRACKER	3343824	11/27/07
GO WORKBOOK	3117882	07/18/06
PREMIER GO PROGRAM	3117874	07/18/06
DISCOVER AGENDA	2722431	06/03/03
MAKE IT A RULE TO PLAN	2118995	12/09/97
AGENDA MATE	2161267	06/02/98
OLIVIA OWL	2120485	12/09/97
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	2120484	12/09/97
Design only	1753883	02/23/93

Sax Arts and Crafts, Inc. U.S. Registered Marks

Mark	Registration No.	Registration Date
VERSA TEMP	1746677	01/19/93
WRITE ON	1262365	12/27/83
TRUE-FLOW	1271755	03/27/84

School Specialty, Inc. U.S. Registered Marks

Mark	Registration No.	Registration Date
MAKING CONNECTIONS	3218948	03/13/07
EPS PHONICS PLUS	3218947	03/13/07
CLASSROOM DESIGNER	3103791	06/13/06
SCHOOL SMA+RT and Design	3735305	01/05/10
SCHOOL SMART	3376477	01/29/08
SCHOOL SPECIALTY ONLINE and Design	3437742	05/27/08
EDUCATION ESSENTIALS	3033079	12/20/05
Design only	3024505	12/06/05
SCHOOL SPECIALTY THE POWER OF TEACHING THE WONDERS OF LEARNING and Design	3007875	10/18/05
BLOOMING ARTISTS	2924357	02/01/05
EPS and Design	3039679	01/10/06
EDUCATORS PUBLISHING SERVICE	2988601	08/30/05
ULTRA PLUS	2730228	06/24/03
JUNEBOX	2589390	07/02/02

Mark	Registration No.	Registration Date
JUNEBOX.COM and Design	2589388	07/02/02
JUNEBOX.COM	2589382	07/02/02
FREY SCIENTIFIC	2393552	10/10/00
BRODHEAD GARRETT	2393549	10/10/00
PREMIER SCIENCE	2543407	02/26/02
CLASSROOM SELECT	3162946	10/24/06
CLAIMS TO FAME	2434267	03/06/01
SAX and Design	2407936	11/28/00
EPS and Design	2281714	09/28/99
EPS	2292730	11/16/99
EPS	2287995	10/19/99
EPS	2279489	09/21/99
MAKE TODAY COUNT	2279483	09/21/99
EXPLODE THE CODE	2276181	09/07/99
PRIMARY PHONICS	2325691	03/07/00
WORDLY WISE	2278178	09/14/99
SCHOOL SPECIALTY and Design	2351297	05/23/00
SAX	2257283	06/29/99
SOUNDS SENSIBLE	2163913	06/09/98
SCHOOL SPECIALTY	2086842	08/12/97
TOUCHPHONICS	2465862	07/03/01

Sportime, LLC U.S. Registered Marks

Mark	Registration No.	Registration Date
SPORTIME FITNESS & SPORT and Design	3126350	08/08/06
SPORTIME FITNESS & SPORT and Design	3002730	09/27/05
INTEGRATIONS	2793125	12/09/03
CELL-U-LAR RUBBER TECHNOLOGY and Design	2986067	08/16/05
RAGBALL and Design	3548583	12/23/08
SPORTIME	2498193	10/16/01
PHYSIO-ROLL and Design	1766015	04/20/93
SPORDAS	1955231	02/06/96
CATCH BALL and Design	1836922	05/17/94
CHIME TIME	1737386	12/01/92
ABILITATIONS	1741976	12/22/92
SPORTIME	1665914	11/26/91
SPORTIME	1085148	02/07/78

Bird-In-Hand Woodworks, Inc. Canadian Registered Mark

Mark	Registration No.	Reg. Date
EARLY CHILDHOOD DIRECT	TMA599487	01/15/04

Califone International, Inc. Canadian Registered Marks

Mark	Registration No.	Reg. Date
Design only	TMA253911	12/12/80
CALIFONE	TMA153506	10/06/67

Childcraft Education Corp. Canadian Registered Marks

Mark	Registration No.	Reg. Date
ABC	TMA737538	04/03/09
CHILDCRAFT	TMA656137	01/06/06

Delta Education, LLC Canadian Registered Marks

Mark	Registration No.	Reg. Date
DOTCAR	TMA698601	10/16/07
EPS	TMA558743	03/04/02
EPS	TMA550546	09/10/01
EPS	TMA557206	01/31/02
EPS	TMA551753	09/28/01

Premier Agendas, Inc. Canadian Registered Marks

Mark	Registration No.	Reg. Date
GO WORKBOOK	TMA647913	09/13/05
PREMIER GO PROGRAM	TMA668315	07/20/06

School Specialty, Inc. Canadian Registered Marks

Mark	Registration No.	Reg. Date
SCHOOL SMART A+ and Design	TMA739508	05/06/09
SCHOOL SMART	TMA734412	02/13/09
EDUCATION ESSENTIALS	TMA654482	12/06/05
Design only	TMA724639	09/26/08
JUNEBOX.COM and Design	TMA584515	07/04/03
JUNEBOX.COM	TMA584516	07/04/03
JUNEBOX	TMA584711	07/08/03

School Specialty, Inc. Canadian Pending Application

Mark	Application No.	Filing Date
SCHOOL SPECIALTY ONLINE and Design	1279025	11/09/05

Sportime, LLC Canadian Registered Marks

Mark	Registration No.	Reg. Date
INTEGRATIONS	TMA636598	04/01/05
SPORTIME	TMA565487	08/02/02
SPORTIME	TMA365972	02/23/90

Childcraft Education Corp. U.S. Registered Copyrights

Title	Registration No.	Reg. Date
Let's get cooking!	TX4742730	03/17/98