

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GHC Specialty Brands, LLC		12/17/2010	LIMITED LIABILITY COMPANY: WISCONSIN

**RECEIVING PARTY DATA**

<b>Name:</b>	Demco Acquisition, LLC
<b>Street Address:</b>	4810 Forest Run Road
<b>City:</b>	Madison
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53704-7336
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN

**PROPERTY NUMBERS Total: 19**

Property Type	Number	Word Mark
Serial Number:	74270029	CORRUBOARD
Serial Number:	73286808	
Serial Number:	76472711	EDUPRESS
Serial Number:	73797864	HIGHSMITH
Serial Number:	74669625	HIGHSMITH
Serial Number:	73797897	HIGHSMITH
Serial Number:	73601384	LEARNING WELL
Serial Number:	73370148	LEARNING WELL
Serial Number:	73286803	PROFESSOR DAVENSTEEV
Serial Number:	74458978	UPSTART
Serial Number:	75639068	UPSTART
Serial Number:	75639067	UPSTART
Serial Number:	77903616	EDUPRESS
Serial Number:	77903559	HIGHSMITH

**TRADEMARK**

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**REEL: 004526 FRAME: 0243**

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Serial Number:	77903574	HIGHSMITH
Serial Number:	77903642	REACH EVERY READER
Serial Number:	85191621	UPSTART
Serial Number:	85191631	UPSTARTBOOKS
Serial Number:	73165267	UPSTART

**CORRESPONDENCE DATA**

Fax Number: (414)271-3552  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: tm-dept@quarles.com  
Correspondent Name: Hillary J. Wucherer  
Address Line 1: Quarles & Brady LLP  
Address Line 2: 411 East Wisconsin Avenue  
Address Line 4: Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	250210.30000
NAME OF SUBMITTER:	Hillary J. Wucherer
Signature:	/Hillary J. Wucherer/
Date:	04/21/2011

**Total Attachments: 6**

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## ASSIGNMENT OF TRADEMARKS

This assignment (this "Assignment"), made this 17th day of December, 2010, is by and between GHC Specialty Brands, LLC, a Wisconsin limited liability company, having its principal place of business at 401 South Wright Road, Janesville, Wisconsin 53546-8729 (hereinafter the "Assignor"), and Demco Acquisition, LLC, a Wisconsin limited liability company, having its principal place of business at 4810 Forest Run Road., Madison, Wisconsin 53704-7336 (hereinafter "Assignee").

WHEREAS, Assignor, Assignee, W.W. Grainger, Inc., an Illinois corporation ("Grainger"), and Demco, Inc., a Wisconsin corporation, solely for purposes of Article VII of the Purchase Agreement (as defined below) are parties to an Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor and Grainger to Assignee of all of Assignor's and Grainger's right, title and interest in and to certain assets of Assignor as set forth in the Purchase Agreement and the assumption by Assignee of certain liabilities of Assignor and Grainger as set forth in the Purchase Agreement;

WHEREAS, Assignor owns and is using in the United States the trademarks identified on the attached Schedule A (collectively, hereinafter the "Marks"); and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Marks and all rights therein, including the goodwill of the business associated therewith, as well as all common-law rights and all federal trademark and service mark registrations and applications identified on Schedule A attached hereto and made a part hereof.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby conveys, transfers and assigns to Assignee all right, title and interest in and to the Marks, all common-law rights, all federal registrations and applications identified on Schedule A, together with the goodwill of the business symbolized thereby.

Assignor further assigns to Assignee all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Marks; and (ii) to apply in any or all countries of the world for trademark protection for the Marks.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed as of the date first set forth above.

GHC SPECIALTY BRANDS, LLC

By: *Jonathan Skelly*

Name: Jonathan Skelly

Title: Authorized Signatory

STATE OF ILLINOIS

COUNTY OF Lake

)  
)  
) ss:

I hereby certify that on this 17th day of December, 2010, personally appeared Jonathan Skelly, Authorized Signatory of GHC Specialty Brands, LLC, a limited liability company formed under the laws of the State of Wisconsin, who is personally known to me and he acknowledged before me that he executed the foregoing document as his free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

*Janet L Scholz*  
Notary Public



{Signature Page to Trademark Assignment}

CHI:2479165.1

Acknowledged and Agreed:

**DEMCO ACQUISITION, LLC**

By: 

Name: Michael Grasse

Title: President




[Signature Page to Trademark Assignment]





CHI:2479165.1

**TRADEMARK**  
**REEL: 004526 FRAME: 0248**

**SCHEDULE A**

**U.S Trademarks**

<b>Mark</b>	<b>Status</b>	<b>App No.</b>	<b>File Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class(es)</b>
CORRUBOARD	Registered	74/270029	4/27/1992	1765834	4/20/1993	16, 20
DESIGN (STANDING MAN IN CAP AND GOWN WITH POINTED STICK)  	Registered	73/286808	11/21/1980	1184968	1/5/1982	28
EDUPRESS	Registered	76/472711	11/25/2002	2961675	6/14/2005	16
HIGHSMITH	Registered	73/797864	5/5/1989	1594166	5/1/1990	16
HIGHSMITH	Registered	74/669625	5/4/1995	1989768	7/30/1996	41, 42
HIGHSMITH (Stylized)  	Registered	73/797897	5/5/1989	1590847	4/10/1990	16
LEARNING WELL	Registered	73/601384	5/29/1986	1424677	1/13/1987	28
LEARNING WELL & Design  	Registered	73/370148	6/17/1982	1230109	3/8/1983	20
PROFESSOR DAVENSTEEV	Registered	73/286803	11/21/1980	1179379	11/24/1981	28
UPSTART	Registered	74/458978	11/17/1993	1886423	3/28/1995	42
UPSTART	Registered	75/639068	2/11/1999	2594703	7/16/2002	35
UPSTART	Registered	75/639067	2/11/1999	2598383	7/23/2002	16

Mark	Status	App No.	File Date	Reg. No.	Reg. Date	Class(es)
UPSTART & Design  Note: This mark will be cancelled on 2/12/2011 due to non-use.	Registered	73/165267	4/6/1978	1138701	8/12/1980	42
EDUPRESS	Pending	77/903616	12/31/2009			35
HIGHSMITH	Registered	77/903559	12/31/2009			35
HIGHSMITH (Stylized) 	Registered	77/903574	12/31/2009			35
REACH EVERY READER	Registered	77/903642	12/31/2009			16, 35
UPSTART - STYLIZED 	Pending	85/191621	12/6/2010			16, 35
UPSTARTBOOKS - STYLIZED 	Pending	85/191631	12/6/2010			

### Canadian Trademarks

Mark	Status	App No.	File Date	Reg. No.	Reg. Date
HIGHSMITH	Registered	0785843	6/21/1995	TMA473158	3/20/1997

### Common Law Trademarks

UPSTARTBOOKS  
UPSTARTGAMES  
UPSTARTGAMES - STYLIZED  
LIBRARYSPARKS  
LIBRARYSPARKS - STYLIZED