

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Premier Agendas, Inc.		05/22/2012	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, LLC, as Agent
Street Address:	111 S. Wacker Drive, Suite 3000
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	1753883	
Registration Number:	2161267	AGENDA MATE
Registration Number:	2722431	DISCOVER AGENDA
Registration Number:	3117882	GO WORKBOOK
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Registration Number:	4094352	JOURNEY TO SUCCESS
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2120485	OLIVIA OWL
Registration Number:	3842377	ONTRAC
Registration Number:	3793647	ONTRAC
Registration Number:	3117874	PREMIER GO PROGRAM
Registration Number:	3695170	PREMIERCAMPUS
Registration Number:	4126207	THE 101
Registration Number:	3343824	TIMETRACKER

OP \$415.00 1753883

Registration Number:	3935126	UGO365
Serial Number:	77954006	UGO365

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-863-7198
Email: nancy.brougher@goldbergkohn.com
Correspondent Name: Nancy Brougher
Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 East Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.308
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	06/04/2012

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of May, 2012, by the Grantor identified on the signature page hereof ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among School Specialty, Inc., a Wisconsin corporation ("Parent"), ClassroomDirect.com, LLC, a Delaware limited liability company ("ClassroomDirect"), Sportime, LLC, a Delaware limited liability company ("Sportime"), Delta Education, LLC, a Delaware limited liability company ("Delta Education"), Premier Agendas, Inc., a Washington corporation ("Premier Agendas"), Childcraft Education Corp., a New York corporation ("Childcraft"), Bird-in-Hand Woodworks, Inc., a New Jersey corporation ("Bird-in-Hand"), Califone International, Inc., a Delaware corporation ("Califone"; together with Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft and Bird-in-Hand, the "Borrowers" and each a "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), WFCF and General Electric Capital Corporation, a Delaware corporation, as co-collateral agents (the "Co-Collateral Agents" and each a "Co-Collateral Agent"), and WFCF and GE Capital Markets, Inc., as co-lead arrangers and joint book runners, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 22, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply

thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

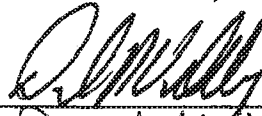
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PREMIER AGENDAS, INC.

By: 
Name: David N. Nander Ploeg
Title: Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004794 FRAME: 0022

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PREMIER AGENDAS, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**WELLS FARGO CAPITAL FINANCE, LLC, a
Delaware limited liability company**

By: Chris Heckman
Name: Chris Heckman
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004794 FRAME: 0023**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Premier Agendas, Inc.

United States

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
IST & Design	1753883		23-Feb-1993	
AGENDA MATE	2161267		02-Jun-1998	
DISCOVER AGENDA	2722431		03-Jun-2003	
GO WORKBOOK	3117882	78/277,792	18-Jul-2006	23-Jul-2003
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	2120484	75/099,048	09-Dec-1997	06-Mar-1996
JOURNEY TO SUCCESS	4094352	85/082,650	31-Jan-2012	12-Jul-2010
MAKE IT A RULE TO PLAN	2118995	75/100,716	09-Dec-1997	08-May-1996
OLIVIA OWL	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	3793647	77/369,947	25-May-2010	11-Jan-2008
PREMIER GO PROGRAM	3117874	78/262,399	18-Jul-2006	13-Jun-2003
PREMIERCAMPUS	3695170	77/663,998	13-Oct-2009	05-Feb-2009
THE 101	4126207	85/091,113	10-Apr-2012	22-Jul-2010
TIMETRACKER	3343824	78/682,790	27-Nov-2007	01-Aug-2005
UGO365	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365		77/954,006		09-Mar-2010

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Premier Agendas, Inc.

Canada

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
GO WORKBOOK	TMA647913	1209178	13-Sep-2005	10-Mar-2004
ONTRAC		1429126		26-Feb-2009
PREMIER GO PROGRAM	TMA668315	1184721	20-Jul-2006	30-Jul-2003
PREMIER LOGO DESIGN	TMA598636	1147943	06-Jan-2004	06-Jan-2004
PREMIERCAMPUS	TMA799733	1433020	10-Jun-2011	31-Mar-2009
SUR LA VOIE	TMA776090	1429044	01-Sep-2010	26-Feb-2009
THE 101		1498607		05-Oct-2010
UGO365		1495317		09-Sep-2010
UGO365		1495318		09-Sep-2010