

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Premier Agendas, LLC		10/31/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3117874	PREMIER GO PROGRAM	
Registration Number:	2279483	MAKE TODAY COUNT	
Registration Number:	2161267	AGENDA MATE	
Registration Number:	1753883		
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN	
Registration Number:	2118995	MAKE IT A RULE TO PLAN	
Registration Number:	2120485	OLIVIA OWL	
Registration Number:	3793647	ONTRAC	
Registration Number:	3842377	ONTRAC	
Registration Number:	3695170	PREMIERCAMPUS	
Registration Number:	3935126	UGO365	
Registration Number:	4176073	UGO365	
Registration Number:	4126207	THE 101	
Registration Number:	4094352	JOURNEY TO SUCCESS	
Registration Number:	4339936	INCOMMAND	
Registration Number:	4339937	INCOMMAND PRO	
Serial Number:	85736959	RAISING RESPECT: TAKE A STAND AGAINST BU	
Serial Number:	85886141	P2	
Serial Number:	85894280	HEALTH MATTERS	
TRADEMARK			

OP \$565.00 3117874

Property Type	Number	Word Mark
Serial Number:	85903040	P2 - PREMIER PRODUCTIVITY & LEARNING SYS
Serial Number:	85903045	PREMIER P2 WORKSTATION
Serial Number:	85909609	PLANET SMART

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F152467
NAME OF SUBMITTER:	Chelsea Rodstrom
SIGNATURE:	/Chelsea Rodstrom/
DATE SIGNED:	11/04/2014

Total Attachments: 7
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**SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

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

October 31, 2014

WHEREAS, Premier Agendas, LLC, a Delaware limited liability company located at 1209 Orange Street, Wilmington, DE 19801 (successor by merger to Premier Agendas, Inc., a Washington corporation, herein referred to as the “**Grantor**”) owns, or in the case of licenses is a party to, 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 Credit Suisse AG, as Collateral Agent, are parties to a Credit Agreement dated as of June 11, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”); and

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 Credit Suisse AG, as Collateral 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, the Notice of Grant of Security Interest in Trademarks dated as of June 11, 2013 (the “**Original Notice**”) was recorded in the United States Patent and Trademark Office on June 27, 2013, at Reel 5057 / Frame 0987;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of April 25, 2014, between Premier Agendas, Inc. and Premier Agendas, LLC, Premier Agendas, Inc. merged with and into Premier Agendas, LLC and thereby became owner of the Trademark Collateral;

WHEREAS, the Grantor and the Grantee confirm that the security interest granted under the Original Notice continued and is continuing in effect in favor of the Grantee; 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 and included them on Schedule I 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.

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IN WITNESS WHEREOF, the Grantor has caused this Supplemental Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

PREMIER AGENDAS, LLC

By: SCHOOL SPECIALTY, INC., its sole
member

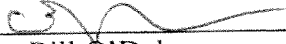
By: 
Name: Kevin Baehler
Title: Senior Vice President and Chief
Accounting Officer


[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 005393 FRAME: 0717

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By: 
Name: Bill O'Daly
Title: Authorized Signatory

By: 
Name: D. Andrew Maletta
Title: Authorized Signatory

[Signature Page to Trademark Agreement]

TRADEMARK
REEL: 005393 FRAME: 0718

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

PREMIER AGENDAS, LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
PREMIER GO PROGRAM	3117874	07/18/2006
MAKE TODAY COUNT	2279483	09/21/1999
AGENDA MATE	2161267	06/02/1998
1st and Design	1753883	02/23/1993
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	2120484	12/09/1997
MAKE IT A RULE TO PLAN	2118995	12/09/1997
OLIVIA OWL	2120485	12/09/1997
ONTRAC	3793647	05/25/2010
ONTRAC	3842377	08/31/2010
PREMIERCAMPUS	3695170	10/13/2009
UGO365	3935126	03/22/2011
UGO365	4176073	07/17/2012
THE 101	4126207	04/10/2012
JOURNEY TO SUCCESS	4094352	01/31/2012
INCOMMAND	4339936	05/21/2013
INCOMMAND PRO	4339937	05/21/2013

U.S. TRADEMARK APPLICATIONS

<u>TRADEMARK</u>	<u>APP NO.</u>	<u>APP. DATE</u>
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	85736959	09/24/2012
P2	85886141	03/26/2013
HEALTH MATTERS	85894280	04/03/2013
P2 -- PREMIER PRODUCTIVITY & LEARNING SYSTEM	85903040	04/12/2013
PREMIER P2 WORKSTATION	85903045	04/12/2013
PLANET SMART	85909609	04/19/2013