

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322118

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
Califone International, 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: 10			
Property Type	Number	Word Mark	
Registration Number:	2130349	CALIFONE	
Registration Number:	1186512	CALIFONE	
Registration Number:	3755877	GOT IT!	
Registration Number:	4137682	CALIFONE	
Registration Number:	4222827	AV2	
Registration Number:	4091042	610	
Registration Number:	4091043	DISCOVERY	
Registration Number:	4287561	ODYSSEY	
Registration Number:	4091044	EXPLORER	
Registration Number:	4250966	HUSH BUDDY	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>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.</i>			
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		
		TRADEMARK	

OP \$265.00 2130349

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

Total Attachments: 6

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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, Califone International, LLC, a Delaware limited liability company located at 1209 Orange Street, Wilmington, DE 19801 (successor by merger to Califone International, Inc., a Delaware 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 0802;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of April 25, 2014, between Califone International, Inc. and Califone International, LLC, Califone International, Inc. merged with and into Califone International, 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.

CALIFONE INTERNATIONAL, 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: 0726

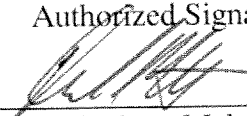
Acknowledged:

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: 0727

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

CALIFONE INTERNATIONAL, LLC

U.S. TRADEMARK REGISTRATIONS

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CALIFONE	2130349	01/20/1998
CALIFONE	1186512	01/19/1982
GOT IT!	3755877	03/02/2010
CALIFONE	4137682	05/08/2012
AV2	4222827	10/09/2012
610	4091042	01/24/2012
DISCOVERY	4091043	01/24/2012
ODYSSEY	4287561	02/12/2013
EXPLORER	4091044	01/24/2012
HUSH BUDDY	4250966	11/27/2012

U.S. TRADEMARK APPLICATIONS

None.