

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322123

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|---|---|---------------------------------------|-------------------------------------|
| 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 |
| Childcraft Education, 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: | 2388545 | WHERE EDUCATION MEETS IMAGINATION | |
| Registration Number: | 2298368 | ABC SCHOOL SUPPLY | |
| Registration Number: | 2338224 | WHERE EDUCATION MEETS IMAGINATION ABC | |
| Registration Number: | 1933650 | KORNERS FOR KIDS | |
| Registration Number: | 2006367 | CHILDCRAFT | |
| Registration Number: | 712499 | CHILDCRAFT | |
| Registration Number: | 3264692 | ABC | |
| Registration Number: | 3954275 | BIRD-IN-HAND | |
| Registration Number: | 3954276 | BIRD-IN-HAND WOODWORKS | |
| Registration Number: | 4273401 | WHERE THE CHILD COMES FIRST | |
| 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: | Darlena Bari Stark | | |
| Address Line 1: | 1025 Vermont Ave NW, Suite 1130 | | |
| Address Line 2: | National Corporate Research, Ltd. | | |
| Address Line 4: | Washington, D.C. 20005 | | |
| | | TRADEMARK | |

OP \$265.00 2388545

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|--------------------------------|--------------------|
| 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, Childcraft Education, LLC, a Delaware limited liability company located at 1209 Orange Street, Wilmington, DE 19801 (successor by merger to Childcraft Education Corp., a New York 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 0861;

WHEREAS, pursuant to the Agreement and Plan of Merger, dated as of April 25, 2014, between Childcraft Education Corp. and Childcraft Education, LLC, Childcraft Education Corp. merged with and into Childcraft Education, 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.

CHILDCRAFT EDUCATION, 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: 0777

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: 0778

Schedule 1

to Supplemental Notice of Grant of Security Interest in Trademarks

CHILDCRAFT EDUCATION, LLC

U.S. TRADEMARK REGISTRATIONS

| <u>TRADEMARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|---|-----------------|------------------|
| WHERE EDUCATION MEETS IMAGINATION | 2388545 | 09/19/2000 |
| ABC SCHOOL SUPPLY | 2298368 | 12/07/1999 |
| ABC WHERE EDUCATION MEETS IMAGINATION Logo | 2338224 | 04/04/2000 |
| KORNNERS FOR KIDS | 1933650 | 11/07/1995 |
| CHILDCRAFT | 2006367 | 10/08/1996 |
| CHILDCRAFT | 712499 | 03/14/1961 |
| ABC | 3264692 | 07/17/2007 |
| BIRD-IN-HAND | 3954275 | 05/03/2011 |
| BIRD-IN-HAND Logo | 3954276 | 05/03/2011 |
| WHERE THE CHILD COMES FIRST | 4273401 | 01/08/2013 |

U.S. TRADEMARK APPLICATIONS

None.