

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM423209

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Specialty, Inc.		04/07/2017	Corporation: DELAWARE
ClassroomDirect.com, LLC		04/07/2017	Limited Liability Company: DELAWARE
Childcraft Education, LLC		04/07/2017	Limited Liability Company: DELAWARE
Sportime, LLC		04/07/2017	Limited Liability Company: DELAWARE
Premier Agendas, LLC		04/07/2017	Corporation: DELAWARE
Califone International, LLC		04/07/2017	Limited Liability Company: DELAWARE
Delta Education, LLC		04/07/2017	Limited Liability Company: DELAWARE
SSI Guardian, LLC		04/07/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TCW Asset Management Company, LLC, as Agent		
<b>Street Address:</b>	200 Clarendon Street, 51st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02116		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 173</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5007008	1 PREMIER	
<b>Registration Number:</b>	1753883		
<b>Registration Number:</b>	4091042	610	
<b>Registration Number:</b>	3264692	ABC	
<b>Registration Number:</b>	2298368	ABC SCHOOL SUPPLY	
<b>Registration Number:</b>	2338224	WHERE EDUCATION MEETS IMAGINATION ABC	
<b>Registration Number:</b>	1741976	ABILITATIONS	
<b>Registration Number:</b>	2757555	ACADEMY OF MATH	

OP \$4340.00 5007008

<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
<b>Registration Number:</b>	2713411	ACADEMY OF READING
<b>Registration Number:</b>	2161267	AGENDA MATE
<b>Registration Number:</b>	4984022	APOLLO
<b>Registration Number:</b>	4252622	AUTOSKILL
<b>Registration Number:</b>	2501650	AUTOSKILL
<b>Registration Number:</b>	4222827	AV2
<b>Registration Number:</b>	1542482	B THE SPEECH BIN
<b>Registration Number:</b>	1918816	BABY BRIGHTS BOOKS
<b>Registration Number:</b>	2343563	BASE TEN FRIES
<b>Registration Number:</b>	1907146	BECAUSE CHILDREN LEARN BY DOING
<b>Registration Number:</b>	3954275	BIRD-IN-HAND
<b>Registration Number:</b>	3954276	BIRD-IN-HAND WOODWORKS
<b>Registration Number:</b>	2393549	BRODHEAD GARRETT
<b>Registration Number:</b>	4137682	CALIFONE
<b>Registration Number:</b>	2130349	CALIFONE
<b>Registration Number:</b>	1186512	CALIFONE
<b>Registration Number:</b>	4337403	CATT
<b>Registration Number:</b>	0712499	CHILDCRAFT
<b>Registration Number:</b>	2006367	CHILDCRAFT
<b>Registration Number:</b>	2434267	CLAIMS TO FAME
<b>Registration Number:</b>	2795089	CLASSROOM DIRECT
<b>Registration Number:</b>	4917280	CLASSROOM DIRECT
<b>Registration Number:</b>	4793390	CLASSROOM SELECT
<b>Registration Number:</b>	4091699	CLASSROOM SELECT
<b>Registration Number:</b>	3685902	CLASSROOMDIRECT.COM
<b>Registration Number:</b>	4140407	CVB CONTENT-AREA VOCABULARY BUILDER
<b>Registration Number:</b>	2368405	DECIMAL DOG
<b>Registration Number:</b>	2837853	DECIMAL DOG
<b>Registration Number:</b>	2812356	DELTA EDUCATION
<b>Registration Number:</b>	2374672	DELTA EDUCATION & DESIGN
<b>Registration Number:</b>	2343043	DELTA EDUCATION
<b>Registration Number:</b>	3797720	DELTA EDUCATION
<b>Registration Number:</b>	1783147	DELTA EDUCATION SCIS 3
<b>Registration Number:</b>	3706026	DELTA SCIENCE CONTENT READERS
<b>Registration Number:</b>	3063278	DELTA SCIENCE FIRST READERS
<b>Registration Number:</b>	2844301	DELTA SCIENCE MODULE
<b>Registration Number:</b>	3229760	DELTA SCIENCE READERS
<b>Registration Number:</b>	3835810	DELTA SCIENCE RESOURCE SERVICE

Property Type	Number	Word Mark
Registration Number:	2458617	DIAL-A-DIGIT
Registration Number:	2458616	DIAL-A-DOLLAR
Registration Number:	2462810	DIAL-A-FRACTION
Registration Number:	2509886	DIAL-A-PATTERN
Registration Number:	2456424	DIAL-A-TIME
Registration Number:	2509888	DIAL-A-TRIAL
Registration Number:	2509887	DIAL-A-VOLUME
Registration Number:	4091043	DISCOVERY
Registration Number:	4473253	DSM THIRD EDITION
Registration Number:	3033079	EDUCATION ESSENTIALS
Registration Number:	4794393	EDUCATION IS YOUR SPECIALTY. MAKING IT E
Registration Number:	2988601	EDUCATORS PUBLISHING SERVICE
Registration Number:	5054663	EMPOWER MINDS. STRENGTHEN BODIES. INSPIR
Registration Number:	3813140	EPS
Registration Number:	3798641	EPS
Registration Number:	2287995	EPS
Registration Number:	2292730	EPS
Registration Number:	3039679	EPS
Registration Number:	2281714	EPS
Registration Number:	2279489	EPS
Registration Number:	3218947	EPS PHONICS PLUS
Registration Number:	2276181	EXPLODE THE CODE
Registration Number:	4091044	EXPLORER
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	2755799	FRACTION BURGER
Registration Number:	2462811	FRACTIONOES
Registration Number:	3842515	FREY CHOICE
Registration Number:	2393552	FREY SCIENTIFIC
Registration Number:	3842513	FREY SECURE
Registration Number:	3842514	FREY SELECT
Registration Number:	3755877	GOT IT!
Registration Number:	4700373	HEALTH MATTERS
Registration Number:	3863188	HEALTHY KIDS CHALLENGE
Registration Number:	3875990	HEALTHY KIDS CHALLENGE
Registration Number:	3652327	HELPING EDUCATORS ENGAGE AND INSPIRE STU
Registration Number:	4250966	HUSH BUDDY
Registration Number:	2120484	IF I PLAN TO LEARN, I MUST LEARN TO PLAN
Registration Number:	4339936	INCOMMAND

Property Type	Number	Word Mark
Registration Number:	4339937	INCOMMAND PRO
Registration Number:	4109628	INQUIRY INVESTIGATIONS
Registration Number:	2793125	INTEGRATIONS
Serial Number:	87149383	ISPIRE
Serial Number:	87149393	ISPIRE
Registration Number:	4094352	JOURNEY TO SUCCESS
Registration Number:	1933650	KORNERS FOR KIDS
Registration Number:	4089263	LEARNING OUTLET
Registration Number:	3423913	LITERACY LEADERS
Registration Number:	3550881	MAGTILES
Registration Number:	2118995	MAKE IT A RULE TO PLAN
Registration Number:	2279483	MAKE TODAY COUNT
Registration Number:	3218948	MAKING CONNECTIONS
Registration Number:	2458341	MATH IN A NUTSHELL
Registration Number:	3646434	NATURE'S IMPRESSIONS
Registration Number:	2552466	NEO/BLOOD
Registration Number:	2460125	NEO/LAB
Registration Number:	2451571	NEO/RESOURCE
Registration Number:	3696397	NEO/SCI
Registration Number:	2451570	NEO/SLIDE
Registration Number:	5073773	NEOCLASS
Registration Number:	4886645	NEOMOVE
Registration Number:	4856626	NEOROK
Registration Number:	4287561	ODYSSEY
Registration Number:	2120485	OLIVIA OWL
Registration Number:	3842377	ONTRAC
Registration Number:	3793647	ONTRAC
Registration Number:	4765045	P2
Registration Number:	4675682	PATH DRIVER FOR MATH
Registration Number:	4625348	PATH DRIVER FOR MATH USE DATA TO DRIVE A
Registration Number:	4597612	PATH DRIVER FOR READING
Registration Number:	4625349	PATH DRIVER FOR READING USE DATA TO DRIV
Registration Number:	1766015	PHYSIO-ROLL
Registration Number:	4951675	PLANET SMART
Registration Number:	4016804	PORTFOLIO
Registration Number:	4970283	PREMIER ESTEEM
Registration Number:	2325691	PRIMARY PHONICS
Registration Number:	3852130	PROJECTS BY DESIGN

Property Type	Number	Word Mark
Registration Number:	4663237	R
Registration Number:	3548583	RAGBALL
Registration Number:	4773256	RAISING RESPECT: TAKE A STAND AGAINST BU
Registration Number:	4065748	RAISING STUDENT ACHIEVEMENT
Registration Number:	4065749	RAISING STUDENT ACHIEVEMENT
Registration Number:	4588323	RECIPE FOR READING
Registration Number:	4670579	ROYAL SEATING
Registration Number:	2048906	S.P.I.R.E.
Registration Number:	4993883	S.P.I.R.E. TOUCH PHONICS
Registration Number:	4993884	S.P.I.R.E. TOUCH PHONICS
Registration Number:	2257283	SAX
Registration Number:	3327134	SAX
Registration Number:	3376477	SCHOOL SMART
Registration Number:	3735305	SCHOOL SMART
Registration Number:	2086842	SCHOOL SPECIALTY
Registration Number:	5007007	SCHOOL SPECIALTY
Registration Number:	3965024	SCHOOL SPECIALTY LITERACY AND INTERVENTI
Registration Number:	3926476	SCHOOL SPECIALTY WEXPLORE
Registration Number:	2370886	SCIENCE IN A NUTSHELL
Registration Number:	2502701	SCIENCE VIEW
Registration Number:	3617281	SITTON SPELLING AND WORD SKILLS
Registration Number:	5062859	SOAR LIFE PRODUCTS
Registration Number:	5058757	SOAR LIFE PRODUCTS
Registration Number:	2163913	SOUNDS SENSIBLE
Registration Number:	3381536	SOUNDS SENSIBLE
Registration Number:	2335381	SPELL CHECK
Serial Number:	87184400	SPIRE
Registration Number:	1955231	SPORDAS
Registration Number:	1665914	SPORTIME
Registration Number:	1085148	SPORTIME
Registration Number:	2498193	SPORTIME
Registration Number:	4213822	TEACHERS' DISCOUNT
Registration Number:	4126207	THE 101
Registration Number:	3205537	THE SPEECH BIN
Registration Number:	2465862	TOUCHPHONICS
Registration Number:	3446159	TOUCH-UNITS
Registration Number:	1271755	TRUE-FLOW
Registration Number:	3935126	UGO365

Property Type	Number	Word Mark
Registration Number:	4176073	UGO365
Registration Number:	4394798	VB-TRAINER
Registration Number:	1746677	VERSA TEMP
Registration Number:	4849590	
Registration Number:	3618327	VOCABULARY FROM CLASSICAL ROOTS
Registration Number:	3614545	VOCABULARY FROM CLASSICAL ROOTS
Registration Number:	3926477	WEXPLORE
Registration Number:	2388545	WHERE EDUCATION MEETS IMAGINATION
Registration Number:	4273401	WHERE THE CHILD COMES FIRST
Registration Number:	2278178	WORDLY WISE
Registration Number:	3217686	WORDLY WISE 3000
Registration Number:	3223075	WORDS I USE WHEN I WRITE
Registration Number:	1262365	WRITE ON

**CORRESPONDENCE DATA**

**Fax Number:** 3128637867  
*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:** 3128637267  
**Email:** jaclyn.digrande@goldbergkohn.com  
**Correspondent Name:** Jaclyn Di Grande - Paralegal  
**Address Line 1:** Goldberg Kohn Ltd.  
**Address Line 2:** 55 E Monroe St., Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>NAME OF SUBMITTER:</b>	Jaclyn Di Grande
<b>SIGNATURE:</b>	/jaclyn di grande/
<b>DATE SIGNED:</b>	04/10/2017

**Total Attachments: 16**  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of April, 2017, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TCW Asset Management Company, LLC ("TCW"), in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of April 7, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among SCHOOL SPECIALTY, INC., a Delaware corporation ("Borrower"), each Person party thereto as a guarantor from time to time, the financial institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders") Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Guaranty and Collateral Agreement, dated as of April 7, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, 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, each 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 Collateral Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the 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 (excluding any Excluded Assets, 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 not inuring to the licensor, 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, to the extent permitted by such license, (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, to the extent permitted by such license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the 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 Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders 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 Lenders, pursuant to the Guaranty and Collateral Agreement. Each 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 Collateral 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 Collateral Agreement, the Guaranty and Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors 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 Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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 AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 14 OF THE LOAN 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.

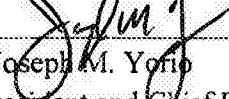
**GRANTORS:**

**SCHOOL SPECIALTY, INC.**

By:   
Name: Ryan M. Bohr  
Title: Executive Vice President and Chief Financial Officer

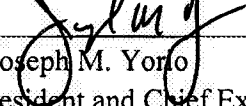
**CLASSROOMDIRECT.COM, LLC**

By: School Specialty, Inc., its sole member

By:   
Name: Joseph M. Yorlo  
Title: President and Chief Executive Officer

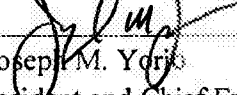
**CHILDCRAFT EDUCATION, LLC**

By: School Specialty, Inc., its sole member

By:   
Name: Joseph M. Yorlo  
Title: President and Chief Executive Officer

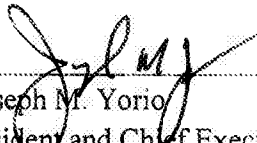
**SPORTIME, LLC**

By: School Specialty, Inc., its sole member

By:   
Name: Joseph M. Yorlo  
Title: President and Chief Executive Officer

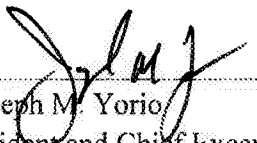
**PREMIER AGENDAS, LLC**

By: School Specialty, Inc., its sole member

By:   
Name: Joseph M. Yorio  
Title: President and Chief Executive Officer

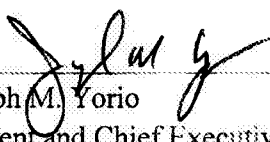
**CALIFONE INTERNATIONAL, LLC**

By: School Specialty, Inc., its sole member

By:   
Name: Joseph M. Yorio  
Title: President and Chief Executive Officer

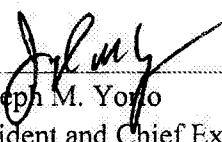
**DELTA EDUCATION, LLC**

By: School Specialty, Inc., its sole member

By:   
Name: Joseph M. Yorio  
Title: President and Chief Executive Officer

**SSI GUARDIAN, LLC**

By: School Specialty, Inc., its sole member

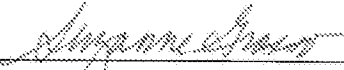
By:   
Name: Joseph M. Yorio  
Title: President and Chief Executive Officer

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.

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**TCW Asset Management Company, LLC**

By: 

Name: Suzanne Grosso \_\_\_\_\_

Title: Managing Director \_\_\_\_\_

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
1 PREMIER and Design	School Specialty, Inc.	Registered	5007008	86/826,831	26-Jul-2016	20-Nov-2015
1ST & Design	Premier Agendas, LLC	Registered	1753883	74/251,937	23-Feb-1993	
610	Califone International, LLC	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education, LLC	Registered	3264692	78/922,715	17-Jul-2007	05-Jul-2006
ABC SCHOOL SUPPLY	Childcraft Education, LLC	Registered	2298368	75/652,734	07-Dec-1999	23-Feb-1998
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education, LLC	Registered	2338224	75/666,398	04-Apr-2000	23-Mar-1999
ABILITATIONS	Sportime, LLC	Registered	1741976	74/265,815	22-Dec-1992	15-Apr-1992
ACADEMY OF MATH	School Specialty, Inc.	Registered	2757555	78/107,494	26-Aug-2003	07-Feb-2002
ACADEMY OF READING	School Specialty, Inc.	Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, LLC	Registered	2161267	75/099,524	02-Jun-1998	06-May-1996
APOLLO	School Specialty, Inc.	Registered	4984022	86/391,602	21-Jun-1026	11-Sep-2014
AUTOSKILL	School Specialty, Inc.	Registered	4,252,622	85/440,105	2012-12-04	05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/018,479	30-Oct-2001	05-Apr-2000
AV2	Califone International, LLC	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482	73/718,799	06-Jun-1989	28-Mar-1988
BABY BRIGHTS BOOKS	School Specialty, Inc.	Registered	1918816	74/427,927	12-Sep-1995	23-Aug-1993
BASE TEN FRIES	Delta Education, LLC	Registered	2343563	75/736,754	18-Apr-2000	25-Jun-1999
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146	74/479,643	25-Jul-1995	18-Jan-1994

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
BIRD-IN-HAND	Childcraft Education, LLC	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education, LLC	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRAIN BOOSTERS	Sportime, LLC	Pending		87/144,929		19-Aug-2016
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/843,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, LLC	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, LLC	Registered	2130349	75/218,397	20-Jan-1998	24-Dec-1996
CALIFONE	Califone International, LLC	Registered	1186512	73/271,052	19-Jan-1982	21-Jul-1980
CATT	School Specialty, Inc.	Registered	4,337,403	85/600,067	2013-05-21	17-Apr-2012
CHILDCRAFT	Childcraft Education, LLC	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education, LLC	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267	75/764,449	06-Mar-2001	30-Jul-1999
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089	75/606,640	16-Dec-2003	09-Dec-1998
CLASSROOM DIRECT (New Logo)	School Specialty, Inc.	Registered	4917280	86/498,229	15-Mar-2016	08-Jan-2015
CLASSROOM SELECT	School Specialty, Inc.	Registered	4793390	86/406,290	18-Aug-2015	25-Sept-2014
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/033,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	ClassroomDirect.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT - AREA VOCABULARY BUILDER	School Specialty, Inc.	Registered	4140407	85/976,429	08-May-2012	13-Feb-2012
DECIMAL DOG	Delta Education, LLC	Registered	2368405	75/736,755	18-Jul-2000	25-Jun-1999
DECIMAL DOG	Delta Education, LLC	Registered	2837853	76/456,046	04-May-2004	04-Oct-2002
DELTA EDUCATION	Delta Education, LLC	Registered	2812356	76/446,426	10-Feb-2004	03-Sep-2002
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672	75/646,899	08-Aug-2000	11-Feb-1999
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043	75/646,894	18-Apr-2000	11-Feb-1999
DELTA EDUCATION & Design	Delta Education, LLC	Registered	3797720	78/949,706	01-Jun-2010	10-Aug-2006
DELTA EDUCATION SCIS 3 & Design	Delta Education, LLC	Registered	1783147	74/257,225	20-Jul-1993	13-Mar-1992

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DELTA SCIENCE CONTENT READERS	Delta Education, LLC	Registered	3706026	77/374,898	03-Nov-2009	18-Jan-2008
DELTA SCIENCE FIRST READERS	Delta Education, LLC	Registered	3063278	78/579,490	28-Feb-2006	03-Mar-2005
DELTA SCIENCE MODULE	Delta Education, LLC	Registered	2844301	76/456,472	25-May-2004	07-Oct-2002
DELTA SCIENCE READERS	Delta Education, LLC	Registered	3229760	78/909,268	17-Apr-2007	15-Jun-2006
DELTA SCIENCE RESOURCE SERVICE	Delta Education, LLC	Registered	3835810	77/624,467	17-Aug-2010	02-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617	75/866,130	05-Jun-2001	07-Dec-1999
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616	75/866,126	05-Jun-2001	07-Dec-1999
DIAL-A-FRACTION	Delta Education, LLC	Registered	2462810	75/866,127	19-Jun-2001	07-Dec-1999
DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886	76/184,135	20-Nov-2001	20-Dec-2000
DIAL-A-TIME	Delta Education, LLC	Registered	2456424	75/866,128	29-May-2001	07-Dec-1999
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888	76/184,137	20-Nov-2001	20-Dec-2000
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887	76/184,136	20-Nov-2001	20-Dec-2000
DISCOVERY	Califone International, LLC	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DSM THIRD EDITION	Delta Education, LLC	Registered	4,473,253	85/352,961	28-Jan-2014	22-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATION IS YOUR SPECIALTY. MAKING IT EASIER IS OURS.	School Specialty, Inc.	Registered	4794393	86/495,311	18-Aug-2015	05-Jan-2015
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988601	76/575,452	30-Aug-2005	17-Feb-2004
EMPOWER MINDS. STRENGTHEN BODIES. INSPIRE CREATIVITY.	School Specialty, Inc.	Registered	5,054,663	86/925,081	04-Oct-2016	01-Mar-2016
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798641	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995	75/569,733	19-Oct-1999	13-Oct-1998
EPS	School Specialty, Inc.	Registered	2292730	75/569,840	16-Nov-1999	13-Oct-1998
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714	75/572,554	28-Sep-1999	16-Oct-1998



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EPS -CL16	School Specialty, Inc.	Registered	2279489	75/568,986	21-Sep-1999	13-Oct-1998
EPS Logo	School Specialty, Inc.	Pending		87/249,370		28-Nov-2016
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	78/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181	75/563,622	07-Sep-1999	01-Oct-1998
EXPLORER	Califone International, LLC	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST BREAKS	Sportime, LLC	Pending		87/163,268		07-Sep-2016
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608	74/489,056	07-Feb-1995	14-Feb-1994
FRACTION BURGER	Delta Education, LLC	Registered	2755799	76/457,073	26-Aug-2003	07-Oct-2002
FRACTIONOES	Delta Education, LLC	Registered	2462811	75/866,129	19-Jun-2001	07-Dec-1999
FREY CHOICE	School Specialty, Inc.	Registered	3842515	77/704,182	31-Aug-2010	01-Apr-2009
FREY SCIENTIFIC	School Specialty, Inc.	Registered	2393552	75/843,889	10-Oct-2000	08-Nov-1999
FREY SECURE	School Specialty, Inc.	Registered	3842513	77/704,177	31-Aug-2010	01-Apr-2009
FREY SELECT	School Specialty, Inc.	Registered	3842514	77/704,180	31-Aug-2010	01-Apr-2009
GOT IT!	Califone International, LLC	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
GUARDIAN	SSI Guardian, LLC	Pending		86/467,471		01-Dec-2014
GUARDIAN Logo	SSI Guardian, LLC	Pending		86/506,028		16-Jan-2015
GUARDIAN SHIELD Logo	SSI Guardian, LLC	Pending		86/506,024		15-Jan-2015
HEALTH MATTERS	Premier Agendas, LLC	Registered	4,700,373	85/894,280	10-Mar-2015	03-Apr-2013
HEALTHY KIDS CHALLENGE	School Specialty, Inc.	Registered	3863188	77/923,819	19-Oct-2010	29-Jan-2010
HEALTHY KIDS CHALLENGE Logo	School Specialty, Inc.	Registered	3875990	77/924,199	16-Nov-2010	30-Jan-2010
HELPING EDUCATORS ENGAGE AND INSPIRE STUDENTS OF ALL AGES AND ABILITIES TO LEARN	School Specialty, Inc.	Registered	3652327	77/464,756	07-Jul-2009	02-May-2008
HUSH BUDDY	Califone International, LLC	Registered	4250966	85/389,616	27-Nov-2012	04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, LLC	Registered	2120484	75/099,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, LLC	Registered	4,339,936	85/627,761	21-May-2013	17-May-2012

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INCOMMAND PRO	Premier Agendas, LLC	Registered	4,339,937	85/627,763	21-May-2013	17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
ISPIRE	School Specialty, Inc.	Pending		87/149,383		24-Aug-2016
ISPIRE Stylized	School Specialty, Inc.	Pending		87/149,393		24-Aug-2016
JOURNEY TO SUCCESS	Premier Agendas, LLC	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KINDERCONNECT JOURNAL	Premier Agendas, LLC	Pending		87/015,815		27-Apr-2016
KORNERS FOR KIDS	Childcraft Education, LLC	Registered	1933650	74/412,279	07-Nov-1995	14-Jul-1993
LEARNING OUTLET	School Specialty, Inc.	Registered	4089263	85/327,528	17-Jan-2012	23-May-2011
LITERACY LEADERS	School Specialty, Inc.	Registered	3423913	77/191,219	06-May-2008	26-May-2007
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, LLC	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996
MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483	75/565,284	21-Sep-1999	14-Oct-1998
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/722,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341	75/746,432	05-Jun-2001	09-Jul-1999
NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008
NEO/BLOOD	Delta Education, LLC	Registered	2552466	76/243,343	26-Mar-2002	20-Apr-2001
NEO/LAB	Delta Education, LLC	Registered	2460125	75/599,772	12-Jun-2001	07-Dec-1998
NEO/RESOURCE	Delta Education, LLC	Registered	2451571	75/599,773	15-May-2001	07-Dec-1998
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570	75/599,771	15-May-2001	04-Dec-1998
NEOCLASS	School Specialty, Inc.	Registered	5,073,773	86/391,603	01-Nov-2016	11-Sep-2014
NEOMOVE	School Specialty, Inc.	Registered	4886645	86/398,235	12-Jan-2016	18-Sep-2014
NEOROK	School Specialty, Inc.	Registered	4856626	86/395,241	17-Nov-2015	15-Sep-2014

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ODYSSEY	Califone International, LLC	Registered	4287561	85/354,383	12-Feb-2013	23-Jun-2011
OLIVIA OWL	Premier Agendas, LLC	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, LLC	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, LLC	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
P2	Premier Agendas, LLC	Registered	4765045	85/982,898	30-Jun-2015	26-Mar-2013
PATH DRIVER FOR MATH	School Specialty, Inc.	Registered	4,675,682	85/566,908	20-Jan-2015	12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Registered	4,625,348	85/655,326	21-Oct-2014	19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Registered	4,597,612	85/566,906	02-Sep-2014	12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Registered	4,625,349	85/655,328	21-Oct-2014	19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PLANET SMART	Premier Agendas, LLC	Registered	4951675	85/909,609	03-May-2016	19-Apr-2013
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/036,884	23-Aug-2011	12-May-2010
PREMIER ESTEEM	Premier Agendas, LLC	Registered	4970283	86/602,522	31-May-1026	20-Apr-2015
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691	75/563,225	07-Mar-2000	01-Oct-1998
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
R Stylized	School Specialty, Inc.	Registered	4,663,237	86/283,569	30-Dec-2014	16-May-2014
RAG BALL & Design	Sportime, LLC	Registered	3548583	76/338,171	23-Dec-2008	15-Nov-2001
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Premier Agendas, LLC	Registered	4773256	85/736,959	14-Jul-2015	24-Sep-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	6-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	6-Dec-2011	13-Oct-2010
RECIPE FOR READING	School Specialty, Inc.	Registered	4,588,323	86/160,841	19-Aug-2014	08-Jan-2014
ROYAL SEATING	School Specialty, Inc.	Registered	4,670,579	86/283,572	13-Jan-2015	16-May-2014
S.P.I.R.E. (SPIRE)	Delta Education, LLC	Registered	2048906	75/062,867	01-Apr-1997	26-Feb-1996

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S.P.I.R.E. TOUCH PHONICS	School Specialty, Inc.	Registered	4993883	86/303,892	05-Jul-2016	09-Jun-2014
S.P.I.R.E. TOUCH PHONICS Logo	School Specialty, Inc.	Registered	4993884	86/303,897	05-Jul-2016	09-Jun-2014
SAX	School Specialty, Inc.	Registered	2257283	75/525,966	29-Jun-1999	27-Jul-1998
SAX and Design	School Specialty, Inc.	Registered	3327134	78/795,166	30-Oct-2007	19-Jan-2006
SCIENCEFLEX	Delta Education, LLC	Pending		87/137,182		12-Aug-2016
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2008	16-May-2005
SCHOOL SMART & Design	School Specialty, Inc.	Registered	3735305	78/630,775	05-Jan-2010	16-May-2005
SCHOOL SPECIALTY	School Specialty, Inc.	Registered	2086842	74/712,553	12-Aug-1997	08-Aug-1995
SCHOOL SPECIALTY	School Specialty, Inc.	Registered	5007007	86/826,829	26-Jul-2016	20-Nov-2015
SCHOOL SPECIALTY LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010
SCHOOL SPECIALTY WEXPLORE	School Specialty, Inc.	Registered	3926476	77/787,848	01-Mar-2011	23-Jul-2009
SCIENCE IN A NUTSHELL	Delta Education, LLC	Registered	2370886	75/751,462	25-Jul-2000	14-Jul-1999
SCIENCE VIEW	Delta Education, LLC	Registered	2502701	75/744,687	30-Oct-2001	07-Jul-1999
SITTON SPELLING AND WORD SKILLS	School Specialty, Inc.	Registered	3617281	77/452,338	05-May-2009	18-Apr-2008
SOAR LIFE PRODUCTS	School Specialty, Inc.	Registered	5,062,859	86/925,077	18-Oct-2016	01-Mar-2016
SOAR LIFE PRODUCTS and Design	School Specialty, Inc.	Registered	5,058,757	86/925,086	18-Oct-2016	01-Mar-2016
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913	75/289,019	09-Jun-1998	09-May-1997
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	3381536	77/218,893	12-Feb-2008	29-Jun-2007
SPELL CHECK	School Specialty, Inc.	Registered	2335381	75/648,445	28-Mar-2000	25-Feb-1999
SPIRE	School Specialty, Inc.	Pending		87/184,400		27-Sep-2016
SPORDAS	Sportime, LLC	Registered	1955231	74/285,191	6-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1665914	74/100,635	26-Nov-1991	26-Sep-1990
SPORTIME	Sportime, LLC	Registered	1085148	73/120,398	07-Feb-1978	25-Mar-1977
SPORTIME and Design	Sportime, LLC	Registered	2498193	76/130,890	16-Oct-2001	19-Sep-2000
SSI GUARDIAN	SSI Guardian, LLC	Pending		87/011,235		22-Apr-2016

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SSI GUARDIAN and Design	SSI Guardian, LLC	Pending		87/011,239		22-Apr-2016
SSI GUARDIAN SETTING THE NEW STANDARD and Design	SSI Guardian, LLC	Pending		87/011,242		22-Apr-2016
SSI OUT-OF-SCHOOL PLAY. EXPLORE. CREATE and design	School Specialty, Inc.	Pending		87/189,680		30-Sep-2016
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, LLC	Registered	4126207	85/091,113	10-Apr-2012	22-Jul-2010
THE SPEECH BIN	Sportime, LLC	Registered	3205537	78/801,406	06-Feb-2007	27-Jan-2006
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862	74/622,442	03-Jul-2001	18-Jan-1995
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	School Specialty, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
UGO365	Premier Agendas, LLC	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	Premier Agendas, LLC	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
VB-TRAINER	Sportime, LLC	Registered	4,394,798	85/663,797	03-Sep-2013	28-Jun-2012
VERSA TEMP	School Specialty, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992
VIC Logo	School Specialty, Inc.	Registered	4849590	86/498,332	10-Nov-2015	08-Jan-2015
VOCABULARY FROM CLASSICAL ROOTS	School Specialty, Inc.	Registered	3618327	77/420,054	12-May-2009	12-Mar-2008
VOCABULARY FROM CLASSICAL ROOTS	School Specialty, Inc.	Registered	3614545	77/355,324	05-May-2009	19-Dec-2007
WEXPLORE	School Specialty, Inc.	Registered	3926477	77/787,852	01-Mar-2011	23-Jul-2009
WHERE EDUCATION MEETS IMAGINATION	Childcraft Education, LLC	Registered	2388545	75/584,345	19-Sep-2000	06-Nov-1998
WHERE THE CHILD COMES FIRST	Childcraft Education, LLC	Registered	4273401	85/555,103	8-Jan-2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178	75/562,823	14-Sep-1999	01-Oct-1998
WORDLY WISE 3000	School Specialty, Inc.	Registered	3217686	78/879,989	13-Mar-2007	09-May-2006
WORDS I USE WHEN I WRITE	School Specialty, Inc.	Registered	3223075	78/914,544	27-Mar-2007	22-Jun-2006
WRITE ON and Design	School Specialty, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982



### **Material Trade Names**

Accelerated Learning Group.

### **Material Common Law Trademarks**

CPO/Science

Hammond & Stephens

Premier Agendas

### **Material License Agreements**

FOSS - agreement for Grades K-6 between Regents of University of California and Delta Education, LLC, last amended June 26, 2013

FOSS - agreement for Middle School between Regents of University of California and Delta Education, LLC, last amended May 13, 2015

SPARK - agreement between San Diego State University Research Foundation and Sportime, LLC, dated October 28, 2013

Sheila Clark-Edmands –agreement with Delta Education, LLC, regarding SPIRE products dated April 21, 2003, and added to on June 20, 2007

Erika Bird/Kenneth Hodkinson/Sandra Adams –agreement with School Specialty, Inc., regarding Wordly Wise products dated July 16, 2016

Exploros – agreements with School Specialty, Inc., regarding iSPIRE dated July 15, 2015, and Wordly Wise 3000 dated October 20, 2016

Listenwise – agreement between Listen Innovation, Inc. and School Specialty, Inc., dated November 28, 2016