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ER SHEET
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Continental Bank, N.A.
231 S. LaSalle Street
Chicago, Illinois 60697

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation
☒ Other National Banking Association

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and Address of Party(ies) receiving an interest

Name: School Specialty, Inc.
Internal Address
Street Address: 100 N. Bluemound Drive
City: Appleton State: Wisconsin Zip: 54913-1579

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation Wisconsin
☐ Other

Additional name(s) & address(es) attached? ☐ Yes ☒ No

6.29.98

3. Nature of Conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Termination And Release Of Security Interest In Trademarks

Execution Date: June 9, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s): N/A

B. Trademark Registration No.(s): 1,858,257 1,722,822 1,719,183 1,707,542 1,702,353 1,701,487 1,678,004

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mark H. Webbink, Esq.
Internal Address: Moore & Van Allen, PLLC
Street Address: 2200 West Main Street, Suite 800
City: Durham State: NC ZIP: 27705

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.4): $ 190.00
☒ Enclosed
☒ Authorized to be charged to deposit account (Any Deficiency)

8. Deposit account number:
13-4365
(Attach duplicate copy of this form if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark H. Webbink, Esq. — Name of Person Signing
Signature — Date: 6/19/98

Total number of pages including cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner Of Patent And Trademarks, Washington, DC 20231, BOX ASSIGNMENTS.

Kathryn Hunter
(Typed or printed name of person signing the certificate)

Kathryn Hunter
(Signature of the person signing the certificate)

6-19-98
(Date of Signature)

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01 FC:481 40.00 OP
02 FC:482 150.00 OP

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Schedule A

Release of Security Interest Held by
Continental Bank, N.A.
in the Trademarks of School Specialty, Inc. and Q III Corporation
and Recorded at Reel 1163, Frame 0490 on June 9, 1994

Registered Trademarks of School Specialty, Inc.

Mark	Registration No.	Registration Date
LITTLE LEARNERS	1,858,257	10/11/94
LATTA'S WEST COMPANY	1,722,822	10/6/92
VALLEY SCHOOL SUPPLY and Design	1,719,183	9/22/92
W and Design	1,707,542	8/11/92
WESTERN SCHOOL SUPPLY and Design	1,702,353	7/21/92
VALLEY SCHOOL SUPPLY OMS ORDER MANAGEMENT SYSTEM and Design	1,701,487	7/21/92
VALLEY SCHOOL SUPPLY and Design	1,678,004	3/3/92

Registered Marks of Q III Corporation

Mark	Registration No.	Registration Date
WESTERN SCHOOL SUPPLY	1,702,338	7/21/92

TERMINATION AND RELEASE
OF SECURITY INTEREST
IN TRADEMARKS

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 9, ,1998, by **CONTINENTAL BANK, N.A.**, as secured party (the "Secured Party").

WHEREAS, pursuant to the terms of the Security Interest recorded with the United States Patent and Trademark Office on June 9, 1994 at Reel 1163, Frame 0490 (as amended, modified, extended or restated from time to time) among School Specialty, Inc. and Q III Corporation (collectively, the "Companies") and the Secured Party, the Companies granted to the Secured Party a security interest in and lien on all of the trademarks and trademark applications identified on Exhibit A attached hereto (collectively, the "Pledged Trademarks"); and

WHEREAS, the Secured Party has agreed to terminate and release it security interest in the Pledged Trademarks as herein provided;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party and the Companies hereby agree as follows:

1. **Termination and Release**. The Secured Party hereby terminates and releases its security interest in and lien on all of the Pledged Trademarks effective as of the date first set forth above.

2. **Acknowledgment and Acceptance**. The Companies hereby acknowledge and accept the foregoing release and assignment by the Secured Party.

3. **Counterparts**. This Termination and Release may be executed in any number of counterparts which shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Secured Party and the Companies have executed this Termination and Release, to take effect as of the date first set forth above.

CONTINENTAL BANK, N.A., as Secured Party

By: [illegible]
Title: Managing Director

Accepted:

Q III CORPORATION

By: [illegible]
Title: Assistant Secretary

SCHOOL SPECIALTY, INC.

By: [illegible]
Title: Assistant Secretary