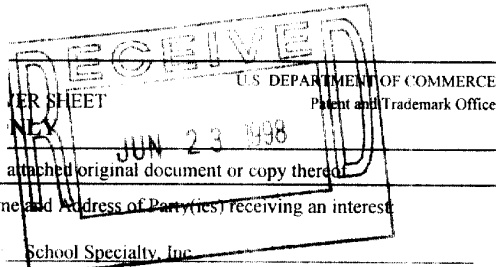


6-23-99

06-29-1998



To the Honorable Com. 100749139

attached original document or copy thereof

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

Bank One, Milwaukee, N.A.  
111 E. Wisconsin Avenue  
Milwaukee, Wisconsin 53202

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

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): 6-23-99

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: 6

7. Total fee (37 CFR 3.4): ..... \$ 165.00

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.                      [Signature]                      6/19/98  
 Name of Person Signing                      Signature                      Date

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.

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

Kathlyn Hunter  
 (Signature of the person signing the certificate)

6-19-98  
 (Date of Signature)

06/25/1998 DNGUYEN 00000028 1715185

01 FC:481                      10.00 UP  
 02 FC:482                      125.00 UP

**TERMINATION AND RELEASE  
OF SECURITY INTEREST  
IN TRADEMARKS**

**TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 9, \_\_\_\_\_, 1998, by **BANK ONE, MILWAUKEE, 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 22, 1992 at Reel 0879, Frame 0532 and that Amendment and Restatement recorded on June 17, 1994 at Reel 1175, Frame 0132 (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 its 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.

**BANK ONE, MILWAUKEE, N.A.,**  
as Secured Party

By: A. F. Mayhew  
Title: VICE PRESIDENT

Accepted:

**Q III CORPORATION**

By: Marta Andrus  
Title: Asst Secretary

**SCHOOL SPECIALTY, INC.**

By: Marta Andrus  
Title: Asst Secretary

**Schedule A**

**Release of Security Interest Held by  
Bank One, Milwaukee, N.A.  
in the Trademarks of School Specialty, Inc. and Q III Corporation  
and Recorded at Reel 0879, Frame 0532 on June 22, 1992  
and Amendment Recorded at Reel 1175, Frame 0132 on June 17, 1994**

**Registered Trademarks of School Specialty, Inc.**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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**

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