

*Handwritten:* 8/10/99



101116818

To the Honorable Commissioner of Patents and Trademarks: Please record the attached Original 101116818 of \_\_\_\_\_.

1. Name of conveying party(ies):  
 Re-Print Corporation  
 Individual(s)       Association  
 General Partnership       Limited  
 Corporation-State Alabama      Partnership  
 Other:  
 Additional name(s) of conveying party(ies) attached?  
 Yes     No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other

Execution Date: May 28, 1998

2. Name and address of receiving party(ies):  
 Name: School Specialty, Inc.  
 Internal Address:  
 Street Address: P.O. Box 1579  
 City: Appleton State: WI Zip: 54913-1579  
 Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment) Additional names(s) & address(es) attached?  
 Yes  No

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
  
 Additional numbers

B. Trademark registration No.(s)  
 1,793,996                      1,472,241  
 1,520,858  
 attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Brian G. Gilpin  
Godfrey & Kahn, S.C.  
 Internal Address:  
 Street Address: 780 North Water Street  
 City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:.....[ 3 ]

7. Total fee (37 CFR 3.41): .....\$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account for any deficiencies

8. Deposit account number: 07-1509

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

08/12/1999 MTHAI1 00000195 1793996

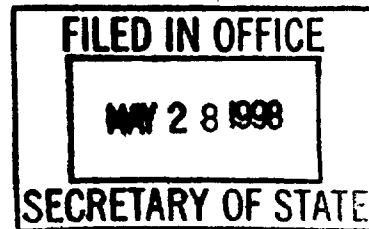
01 FC:481                      40.00 DP  
02 FC:482                      50.00 DP

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.*

Brian G. Gilpin                      Brian G. Gilpin                      June 25, 1999  
 Name of Person Signing                      Signature                      Date

Total Number of pages comprising cover sheet: [ 1 ]

EL432226806US



ARTICLES OF MERGER  
OF  
THE RE-PRINT CORPORATION  
WITH AND INTO  
SCHOOL SPECIALTY, INC.

The undersigned officer of School Specialty, Inc., a corporation organized under the laws of the State of Delaware, pursuant to Section 10-2B-11.01, 10-2B-11.05 and 10-2B-11.07 of the Alabama Statutes, hereby certifies as follows:

1. The Agreement and Plan of Merger by and between The Re-Print Corporation, an Alabama Corporation ("Re-Print") and School Specialty, Inc., a Delaware corporation ("School-DE"), is attached hereto as Exhibit A and made a part hereof.

2. All of the outstanding shares of Re-Print consisting of One Hundred (100) shares of .001 par value common stock are owned by U.S. Office Products Company.

3. All of the outstanding shares of School-DE consisting of One Thousand (1,000) shares of .001 par value common stock are owned by U.S. Office Products Company.

4. Said Agreement and Plan of Merger was adopted and approved by the Board of Directors of Re-Print, by the Board of Directors of School-DE, and by their respective shareholder, on May 28, 1998. As provided in the Agreement and Plan of Merger, the effective date of the merger shall be May 29, 1998.

5. The Articles of Incorporation of Re-Print are filed in Jefferson County, Alabama.

6. All provisions of the laws of the State of Alabama and the State of Delaware applicable to the proposed merger have been complied with.

IN WITNESS WHEREOF, School Specialty, Inc. has caused these Articles of Merger to be executed on this Ma day of 28, 1998.

SCHOOL SPECIALTY, INC.

By: 

\_\_\_\_\_  
Daniel P. Spalding, President

MW2-130316-1

Exhibit A  
AGREEMENT AND PLAN OF MERGER

OF

THE RE-PRINT CORPORATION

AND

SCHOOL SPECIALTY, INC.

THIS AGREEMENT AND PLAN OF MERGER, made and entered into this 28 day of May, 1998, by and between The Re-Print Corporation., an Alabama corporation, and School Specialty, Inc., a Delaware corporation.

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The names of the corporations proposing to merge are School Specialty, Inc., a Delaware corporation, hereinafter referred to as "School-DE" or the "Surviving Corporation" and The Re-Print Corporation, an Alabama corporation, hereinafter referred to as "Re-Print."

2. Re-Print shall merge with and into School-DE and the Surviving Corporation shall exist by virtue and under the laws of the State of Delaware. The corporate identity, existence, purpose, powers, franchises, rights and immunities of School-DE shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights and immunities of Re-Print shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith. The separate existence of Re-Print, except insofar as it may be continued by reason of the Wisconsin Statutes, shall cease upon this Plan of Merger becoming effective and thereupon Re-Print and the Surviving Corporation shall become a single corporation.

3. The Articles of Incorporation of School-DE on the Effective Date (as hereinafter defined) of the merger shall be and remain the Articles of Incorporation of the Surviving Corporation.

4. On the Effective Date of the merger, all of the issued and outstanding common stock of Re-Print shall be deemed to be cancelled without further consideration. No shares of stock or other consideration of the Surviving Corporation shall be issued in connection with this merger.

5. The By-Laws of School-DE as they exist on the Effective Date of the merger shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein.

6. The Board of Directors of School-DE prior to the merger shall, upon the Effective Date of the merger, be and remain the Board of Directors of the Surviving Corporation, and they shall hold office until the next annual meeting of the Shareholders of the Surviving Corporation and/or until their successors are duly elected and qualified.

7. The officers of School-DE prior to the date of merger shall, upon the Effective Date of the merger, be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

8. The first annual meeting of the Shareholders of the Surviving Corporation held after the Effective Date of the merger shall be the annual meeting provided by the By-Laws of Re-Print. The first regular meeting of the Board of Directors of the Surviving Corporation held after the Effective Date of the merger shall be convened in a manner provided in the By-Laws of School-DE and may be held at the time and place specified in the notice of meeting.

9. This Plan of Merger shall become effective on *May 28, 1998*, herein sometimes referred to as "Effective Date." On such Effective Date, the separate existence of Re-Print shall

cease and it shall be merged with and into School-DE in accordance with the provisions of this Plan of Merger.

10. Notwithstanding anything contained herein to the contrary, this Plan of Merger may be terminated and abandoned by the Boards of Directors of Re-Print or School-DE at any time prior to the filing of the Articles of Merger, if the Boards of Directors of Re-Print or School-DE should decide that it would not be in the best interest of the Surviving Corporation. The Boards of Directors of Re-Print and School-DE have determined that the merger would permit the Surviving Corporation to realize operating economies and increased growth potential as well as other administrative and management efficiencies benefiting each corporation and its shareholders.

11. Pending the completion of the merger, no dividend shall be paid or other distributions made to the holder of the common stock of Re-Print.

12. On the Effective Date, the Surviving Corporation shall, without other transfer, succeed to and have all the rights, privileges, immunities and franchises and Surviving Corporation shall be subject to all the restrictions, disabilities and duties of Re-Print, and all property, real, personal and mixed, and all debts due to Re-Print on whatever account, including stock subscriptions to shares as well as other choses in actions shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises and each and every other interests shall be thereafter as effectively the property of the Surviving Corporation as they were of Re-Print.

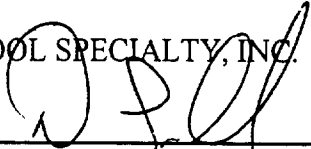
13. This merger shall constitute a complete liquidation under Section 332 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the Delaware and Alabama Statutes.

IN WITNESS WHEREOF, the officers of each corporation have executed this Agreement and Plan of Merger on the day, month and year first above written.

THE RE-PRINT CORPORATION

By: \_\_\_\_\_ (title)

SCHOOL SPECIALTY, INC.

By:  \_\_\_\_\_  
Daniel P. Spalding, President

MW2-130316-1

*[Faint, illegible text, possibly a stamp or bleed-through]*

## State of Delaware

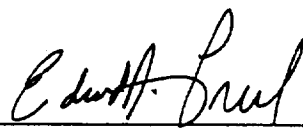
## Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"THE RE-PRINT CORPORATION", A ALABAMA CORPORATION,  
WITH AND INTO "SCHOOL SPECIALTY, INC." UNDER THE NAME OF  
"SCHOOL SPECIALTY, INC.", A CORPORATION ORGANIZED AND EXISTING  
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED  
IN THIS OFFICE THE TWENTY-EIGHTH DAY OF MAY, A.D. 1998, AT 9  
O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Edward J. Freel, Secretary of State

2855558 8100M

981203677

AUTHENTICATION: 9106053

DATE: 05-28-98

CERTIFICATE OF MERGER  
OF  
THE RE-PRINT CORPORATION  
WITH AND INTO  
SCHOOL SPECIALTY, INC.

School Specialty, Inc., a corporation organized under the laws of the State of Delaware,  
DOES HEREBY CERTIFY:

FIRST: That the names and states of incorporation of the constituent corporations in the  
Merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
School Specialty, Inc.	Delaware
The Re-Print Corporation	Alabama

SECOND: That an Agreement and Plan of Merger, dated as of May 28, 1998, by and  
between School Specialty, Inc., a Delaware corporation ("School-DE") and The Re-Print  
Corporation, an Alabama corporation ("Re-Print) has been approved, adopted, certified, executed  
and acknowledged by each of the constituent corporations in accordance with the requirements of  
Section 252 of the General Corporation Law of the State of Delaware. As provided in the  
Agreement and Plan of Merger, the effective date of the merger shall be May 28, 1998.

THIRD: The surviving corporation shall be School-DE (the "Surviving Corporation").

FOURTH: The Certificate of Incorporation of School-DE shall be the Certificate of  
Incorporation of the Surviving Corporation.

FIFTH: The executed Agreement is on files at the principal place of business of the  
Surviving Corporation. The address of the principal place of business of the Surviving  
Corporation is 1000 North Bluemound Drive, P.O. Box 1579, Appleton, WI 54913.

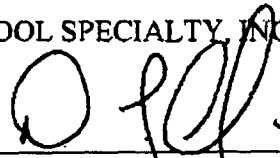


SIXTH: A copy of the executed Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the constituent corporations.


SEVENTH: The authorized capital of Re-Print consists of 10,000 shares of \$.001 par value common stock.

IN WITNESS WHEREOF, School Specialty, Inc. has caused this Certificate of Merger to be signed by its President, and attested by its Secretary, as of the 28 day of May, 1998.

SCHOOL SPECIALTY, INC.

By:   
Daniel P. Spalding, President

ATTEST:

By:   
Marla Anderson, Secretary

MW2-130316-1

AGREEMENT AND PLAN OF MERGER

OF

THE RE-PRINT CORPORATION

AND

SCHOOL SPECIALTY, INC.

THIS AGREEMENT AND PLAN OF MERGER, made and entered into this 28th day of May, 1998, by and between The Re-Print Corporation., an Alabama corporation, and School Specialty, Inc., a Delaware corporation.

WITNESSETH:

In consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The names of the corporations proposing to merge are School Specialty, Inc., a Delaware corporation, hereinafter referred to as "School-DE" or the "Surviving Corporation" and The Re-Print Corporation, an Alabama corporation, hereinafter referred to as "Re-Print."

2. Re-Print shall merge with and into School-DE and the Surviving Corporation shall exist by virtue and under the laws of the State of Delaware. The corporate identity, existence, purpose, powers, franchises, rights and immunities of School-DE shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights and immunities of Re-Print shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith. The separate existence of Re-Print, except insofar as it may be continued by reason of the Wisconsin Statutes, shall cease upon this Plan of Merger becoming effective and thereupon Re-Print and the Surviving Corporation shall become a single corporation.

3. The Articles of Incorporation of School-DE on the Effective Date (as hereinafter defined) of the merger shall be and remain the Articles of Incorporation of the Surviving Corporation.

4. On the Effective Date of the merger, all of the issued and outstanding common stock of Re-Print shall be deemed to be cancelled without further consideration. No shares of stock or other consideration of the Surviving Corporation shall be issued in connection with this merger.

5. The By-Laws of School-DE as they exist on the Effective Date of the merger shall be and remain the By-Laws of the Surviving Corporation until altered, amended or repealed as provided therein.

6. The Board of Directors of School-DE prior to the merger shall, upon the Effective Date of the merger, be and remain the Board of Directors of the Surviving Corporation, and they shall hold office until the next annual meeting of the Shareholders of the Surviving Corporation and/or until their successors are duly elected and qualified.

7. The officers of School-DE prior to the date of merger shall, upon the Effective Date of the merger, be and remain the officers of the Surviving Corporation, and they shall hold office until their respective successors are duly elected and qualified.

8. The first annual meeting of the Shareholders of the Surviving Corporation held after the Effective Date of the merger shall be the annual meeting provided by the By-Laws of Re-Print. The first regular meeting of the Board of Directors of the Surviving Corporation held after the Effective Date of the merger shall be convened in a manner provided in the By-Laws of School-DE and may be held at the time and place specified in the notice of meeting.

9. This Plan of Merger shall become effective on May 28, 1998, herein sometimes referred to as "Effective Date." On such Effective Date, the separate existence of Re-Print shall

cease and it shall be merged with and into School-DE in accordance with the provisions of this Plan of Merger.

10. Notwithstanding anything contained herein to the contrary, this Plan of Merger may be terminated and abandoned by the Boards of Directors of Re-Print or School-DE at any time prior to the filing of the Articles of Merger, if the Boards of Directors of Re-Print or School-DE should decide that it would not be in the best interest of the Surviving Corporation. The Boards of Directors of Re-Print and School-DE have determined that the merger would permit the Surviving Corporation to realize operating economies and increased growth potential as well as other administrative and management efficiencies benefiting each corporation and its shareholders.

11. Pending the completion of the merger, no dividend shall be paid or other distributions made to the holder of the common stock of Re-Print.

12. On the Effective Date, the Surviving Corporation shall, without other transfer, succeed to and have all the rights, privileges, immunities and franchises and Surviving Corporation shall be subject to all the restrictions, disabilities and duties of Re-Print, and all property, real, personal and mixed, and all debts due to Re-Print on whatever account, including stock subscriptions to shares as well as other choses in actions shall be vested in the Surviving Corporation; and all property, rights, privileges, powers, franchises and each and every other interests shall be thereafter as effectively the property of the Surviving Corporation as they were of Re-Print.

13. This merger shall constitute a complete liquidation under Section 332 of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the Delaware and Alabama Statutes.

IN WITNESS WHEREOF, the officers of each corporation have executed this Agreement and Plan of Merger on the day, month and year first above written.

THE RE-PRINT CORPORATION

By: Carl R. Payne G.M. (title)

SCHOOL SPECIALTY, INC.

By: \_\_\_\_\_  
Daniel P. Spalding, President

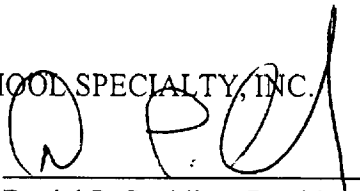
MW2-130316-1

IN WITNESS WHEREOF, the officers of each corporation have executed this Agreement and Plan of Merger on the day, month and year first above written.

THE RE-PRINT CORPORATION

By: \_\_\_\_\_ (title)

SCHOOL SPECIALTY, INC.

By:   
Daniel P. Spalding, President

MW2-130316-1