

4-21-00

05-15-2000

FORM PTO-1594
08/31/92

RECORDATION FORM COVER SHEET TRADEMARKS ONLY



101356440

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

1. Name of conveying party(ies): 7:00 APR 21 AM 10: 02
Nasco International Inc.
CFR/FINANCE

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of Wisconsin
 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: March 31, 2000

2. Name and address of receiving party(ies):
Name: Bank of America, National Association
 Internal Address: _____
 Street Address: 231 South LaSalle Street
 City: Chicago State: IL ZIP: 60697

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other: a National Banking Association

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 name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)
75/306,817 READY OR NOT TOT

B. Trademark Registration No. (s)
950,342 LIFE/FORM

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 17

7. Total fee (37 CFR 3.41) \$ 465.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
13-0019
 (Attach duplicate copy of this page if paying by deposit account)

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Douglas M. Eveleigh
 Internal Address: Mayer, Brown & Platt
(Attn: C. Dore 97391775)
 Street Address: P.O. Box 2828
 City: Chicago State: IL ZIP: 60690-2828

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.

Douglas M. Eveleigh Douglas M. Eveleigh April 21, 2000
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

05/12/2000 JSMBAZZ 00000251 75306817
 01 FC:401 40.00 OP
 02 FC:482 400.00 OP

DO NOT USE THIS SPACE

Serial Ref: 05/12/2000 JSMBAZZ 0010165900
 Date: 05/12/2000 Name/Number: 75306817
 FC: 401

Do not detach this portion

documents to be recorded ~~250.00~~ record cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

TRADEMARK SCHEDULE

<u>MARK</u>	<u>REGISTRATION NUMBER</u>
LIFE FORM	951902
SLUDGE JUDGE	1120894
NASCO	886960
THIO-BAG	1262085
WHIRL-PAK	852990
NASCO GUARD	864758
CPARLENE	1562034
TRANS-PAK	1644334
PRO-SECT	1682924
ARTIST CARDS	1735864
SCIQUEST	1888237
BIOQUEST	1844361
CHEMQUEST	1881897
SPECI-SPONGE	2038404
CLASSROOM CHALLENGER	2020675
PAPER-FER-SHAPEN	2220604

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK), dated as of March 31, 2000 (as modified from time to time, this "Agreement"), made by NASCO INTERNATIONAL, INC., a Wisconsin corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as administrative agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the financial institutions (individually a "Lender" and collectively the "Lenders") which are or may from time to time become, parties to the Credit Agreements referred to below;

WITNESSETH:

WHEREAS, pursuant to that certain Third Amended and Restated Credit Agreement, dated as of January 2, 1996 (as heretofore otherwise amended, supplemented and otherwise modified to the date hereof, the "Existing Credit Agreement"), among the Grantor, the lenders parties thereto and Bank of America Illinois (predecessor to Bank of America, N.A.), as Agent, the lenders have extended loans to the Grantor; and

WHEREAS, as a condition precedent to any extension of credit under the Existing Credit Agreement, the Grantor was required to execute and deliver the Security Agreement (the "Existing Security Agreement") pursuant to which the Grantor granted to the Agent a continuing security interest in all of the "Collateral" identified therein, and, in connection with and to supplement the Existing Security Agreement, the Grantor entered into the Agreement (Patent), the Agreement (Trademark) and the Agreement (Copyright) (collectively referred to herein as the "Supplements"); and

WHEREAS, the Grantor has requested that the Lenders make certain credit available, in part to refinance all indebtedness under the Existing Credit Agreement, pursuant to a Credit Agreement (Five Year) dated March 31, 2000 among the Grantor, certain lenders, Bank One, Wisconsin, as co-agent and Bank of America, N.A., as administrative agent (as amended, supplemented, amended and restated or otherwise modified from time to time, being referred to as the "Credit Agreement (Five Year)") and a Credit Agreement (364 Day) dated March 31, 2000 among the Grantor, certain lenders, Bank One, Wisconsin, as co-agent and Bank of America, N.A., as administrative agent (as amended, supplemented, amended and restated or otherwise modified from time to time, being referred to as the "Credit Agreement (364 Day)") and together with the Credit Agreement (Five Year), the "Credit Agreements"); and

WHEREAS, it is a condition precedent to such extensions of credit that the Grantor enter into this Agreement (Trademark) to, among other things, confirm and ratify its grant to the Agent of a continuing security interest in the Trademark Collateral (as defined in the Security Agreement dated the date hereof of the Grantor (as amended, supplemented, amended and restated or otherwise modified from time to time, being referred to as the "Security Agreement"));

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Grantor from time to time pursuant to the Credit Agreements, in part to refinance the indebtedness under the Existing Credit Agreement, the Grantor hereby agrees with the Agent, for its benefit and the ratable benefit of each Lender Party as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby pledges and assigns to the Agent, for its benefit and the ratable benefit of the Lender Parties, and granted to the Agent, for its benefit and the ratable benefit of the Lender Parties, a continuing security interest in and to, all of the Trademark Collateral, as defined therein. The Grantor hereby ratifies and restates such pledge, assignment and grant, and with greater specificity hereby assigns and pledges to the Agent for its benefit and the ratable benefit of each of the Lender Parties, and does hereby grant, mortgage, pledge and hypothecate to the Agent for its benefit and the ratable benefit of each of the Lender Parties, a continuing security interest in and to all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of, among other things, ratifying and confirming the grant of the Trademark Collateral to the Agent for the benefit of the Lender Parties and registering (and confirming the recordation pursuant to the Security Agreement of) the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest confirmed and granted to the Agent for its benefit and the benefit of each Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted and confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreements.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NASCO INTERNATIONAL, INC.

By: Dean T. Johnson

Title: Chief Financial Officer

Address: 901 Janesville Avenue
Fort Atkinson, Wisconsin 53538-0901

Attention: Dean T. Johnson
Chief Financial Officer

Telecopier No.: 414-563-0234

Copy to:

Geneve Corporation
96 Cummings Point Road
Stamford, Connecticut 06902

Telecopier No.: 203-348-3103

Attention: William J. Petersen
Chief Financial Officer

Accepted:

BANK OF AMERICA, N.A., as Agent

By: 

Title: DEBRA BASLER
Vice President

Address: 231 South LaSalle Street
Chicago, Illinois 60697

Attention: Debra Basler

Telecopier No.: 312-987-0889

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	Life/form	950,342	01/09/73
U.S.A.	Life Form	951,902	01/30/73
U.S.A.	Sludge Judge	1,120,894	06/26/79
U.S.A.	Nasco	886,960	03/03/70
U.S.A.	Thio-Bag	1,262,085	12/27/84
U.S.A.	Whirl-Pak	852,990	07/23/68
U.S.A.	Nasco Guard	864,758	02/18/69
U.S.A.	CPaRlene	1,562,034	10/24/89
U.S.A.	TRANS-PAK	1,644,334	05/14/91
U.S.A.	Pro-Sect	1,682,924	04/14/92
U.S.A.	Artist Cards	1,735,864	11/24/92
Australia	Whirl-Pak	A248,142	05/06/78
Canada	Whirl-Pak	160,680	01/24/69
Canada	Life Form	192,601	07/13/73
Canada	Nasco	193,591	08/24/73
Canada	Seal-Pak	336,009	
New Zealand	Whirl-Pak	96,644	04/14/71
U.S.A.	SciQuest	1,888,237	05/19/94
U.S.A.	BioQuest	1,881,897	03/07/95
U.S.A.	ChemQuest	1,888,237	04/11/95
U.S.A.	Speci-Sponge	2,038,404	02/18/97
U.S.A.	Classroom Challenger	2,020,675	12/03/96
U.S.A.	Paper-Fer-Shapen	2,220,604	01/26/99

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
U.S.A.	Ready-Or-Not Tot	75/306,817	07/06/97

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
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Trademark Applications in Preparation

Item B. Trademark Licenses

<u>Country</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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