

FORM PTO-1618A  
Expires 06/30/99  
OMB0651-0027

11-02-2000

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK



RI

101503399

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 10-30-00
- Resubmission Document ID# (Non-Recordation)
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security  Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
8/31/00

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year  
8/31/00

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

290E

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

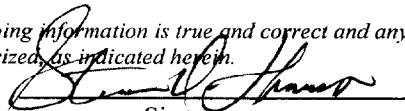
Yes  No

**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. Charges to deposit account are authorized as indicated herein.

Steven D. Thomas

Name of Person Signing

  
Signature

  
Date Signed

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
*Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).*

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/822,505"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75/811,427"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Name of Person Signing \_\_\_\_\_ Signature \_\_\_\_\_ Date Signed \_\_\_\_\_

**Schedule A**

**School Specialty, Inc.  
(Delaware Corporation)**

**U.S. Trademarks**

**Pending Applications**

SMARTMATCH	75-891,784	1/7/00
FREY ELEMENTS	75-843,951	11/6/99
FREY SCIENTIFIC	75-843,889	11/8/99
CUSTOM DESIGNED CONCEPTS	75-843,347	11/8/99
FREY EDUCATIONAL RESOURCES	75-843,342	11/8/99
BRODHEAD GARRETT	75-843,310	11/8/99
FREY EXPLORER	75-843,307	11/8/99
XCURSION	75-822,509	10/14/99
XCURSION	75-822,508	10/14/99
SAFEFILTER	75-822,505	10/14/99
CLASSROOM SELECT	75-811,427	9/28/99

**CT CORPORATION SYSTEM**

September 14, 2000

Mr. Joe Franzoi  
Franzoi & Franzoi  
514 Racine Street  
Menasha, WI 54952

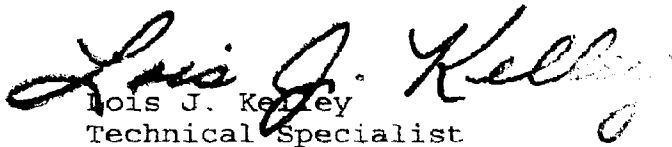
RE: SCHOOL SPECIALTY, INC.

Dear Mr. Franzoi:

Pursuant to instructions received, we enclose one certified copy of Certificate of Ownership and Merger filed August 31, 2000 for the above.

Thank you for this opportunity to be of service.

Very truly yours,

  
Lois J. Kelley  
Technical Specialist

db  
Enc.

Via: Federal Express  
EXP  
Bill Third Party - 0532-0681-6  
Chicago/Diane Purpura/2353407

Corporation Trust Center  
1209 Orange Street  
Wilmington, DE 19801  
Tel 302 777 0210  
Fax 302 655 5049

A CCH LEGAL INFORMATION SERVICES COMPANY

*State of Delaware*  
*Office of the Secretary of State*

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PAGE 1

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 OWNERSHIP, WHICH MERGES:

"SCHOOL SPECIALTY, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "NEW SCHOOL, INC." UNDER THE NAME OF "SCHOOL SPECIALTY, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WISCONSIN, AS RECEIVED AND FILED IN THIS OFFICE THE THIRTY-FIRST DAY OF AUGUST, A.D. 2000, AT 1 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2000, AT 5 O'CLOCK P.M.



Handwritten signature of Edward J. Freel in cursive.

Edward J. Freel, Secretary of State

2855558 8100M

001464720

AUTHENTICATION: 0675078

DATE: 09-14-00

7-31-00

**CERTIFICATE OF OWNERSHIP AND MERGER  
OF  
SCHOOL SPECIALTY, INC.  
WITH AND INTO  
NEW SCHOOL, INC.**

School Specialty, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies pursuant to Section 253 of the Delaware General Corporation Law (the "DGCL"), as follows:

1. The following resolutions of the Board of Directors of School Specialty, Inc., hereinafter referred to as "SSI," were duly adopted at a meeting of the Board held on February 15, 2000, authorizing the merger of SSI with and into New School, Inc., a Wisconsin corporation hereinafter referred to as "New School" or the "Surviving Corporation":

NOW, THEREFORE, BE IT RESOLVED, that the Agreement and Plan of Merger between SSI and New School, whereby SSI is merged with and into New School, a copy of which is attached to these minutes and made a part hereof (the "Merger Agreement"), be and the same hereby is, authorized, approved and adopted upon the terms and conditions stated therein; and

FURTHER RESOLVED, that the Chairman of the Board, the Chief Executive Officer and the President of SSI are, and each of them hereby is, authorized to execute the Merger Agreement in substantially the form presented to this meeting and are further authorized to make such changes, amendments and modifications to said Agreement as they in their sole discretion deem necessary and appropriate and as allowed under the DGCL or other applicable law, and that all of the actions of the executive officers of SSI heretofore taken in connection with the Merger Agreement are hereby ratified and approved in all respects; and

FURTHER RESOLVED, that the executive officers of SSI are, and each of them hereby is, authorized to take or cause to be taken any and all such actions and to execute or cause to be executed any and all agreements, documents, instruments and certificates, and to file any regulatory applications, including any amendments thereto, in such form as such officer, in his discretion or upon the advice of counsel, may deem to be necessary or appropriate, to carry out the provisions or essential intent of the foregoing resolutions, and any such actions shall constitute conclusive evidence of the authority of the officer hereunder.

2. All of the issued and outstanding shares of stock of New School are owned by SSI.

3. The Agreement and Plan of Merger (the "Merger Agreement") setting forth the terms and conditions of the merger has been approved, adopted, certified, executed and acknowledged by New School in accordance with the Wisconsin Business Corporation Law and by the Board of Directors and a majority of the holders of outstanding stock of SSI in accordance with the DGCL and is attached hereto as Exhibit A and made a part hereof.

4. The merger shall be effective as of 5 p.m. (Milwaukee, Wisconsin time) on August 31, 2000 (the "Effective Time").

5. Section 6.3 of the Merger Agreement provides that the Surviving Corporation irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any proceeding for the enforcement of any obligation of SSI or the Surviving Corporation. A copy of any such service of process may be sent to the chief executive officer of the Surviving Corporation at the following address: 1000 North Bluemound Drive, Appleton, WI 54914.

6. Section 2.1 of the Merger Agreement provides that at the Effective Time, the name of the Surviving Corporation will be "School Specialty, Inc."

7. Section 3.1 of the Merger Agreement, which was adopted in the resolutions set forth in paragraph 1 above, provides for the pro rata issuance of shares of the Surviving Corporation to stockholders of SSI.

IN WITNESS WHEREOF, School Specialty, Inc. has caused this Certificate of Merger to be executed as of the 29<sup>th</sup> day of August, 2000.

SCHOOL SPECIALTY, INC

By: 

Daniel P. Spalding, Chief Executive Officer

MW391619\_2.DOC



**Exhibit A****AGREEMENT AND PLAN OF MERGER**

AGREEMENT AND PLAN OF MERGER, dated as of July 24, 2000, by and between School Specialty, Inc., a Delaware corporation ("SSI"), and New School, Inc., a Wisconsin corporation and a wholly-owned subsidiary of SSI (the "Surviving Corporation"). SSI and the Surviving Corporation are sometimes hereinafter referred to as the "Constituent Corporations."

WHEREAS, SSI, as of the date hereof, has authority to issue 151,000,000 shares of capital stock, of which 150,000,000 are designated as Common Stock, \$.001 par value (the "SSI Common Stock"), and 1,000,000 shares are designated as Preferred Stock, \$.001 par value (the "SSI Preferred") and, as of the date hereof, 17,464,505 shares of SSI Common Stock are issued and outstanding, and no shares of SSI Preferred are issued and outstanding; and

WHEREAS, the Surviving Corporation has authority to issue 151,000,000 shares of capital stock, of which 150,000,000 are designated as Common Stock, \$.001 par value (the "Surviving Corporation Common Stock"), and 1,000,000 shares are designated as Preferred Stock, \$.001 par value (the "Surviving Corporation Preferred"); and

WHEREAS, as of the date hereof, 100 shares of Surviving Corporation Common Stock are issued and outstanding, all of which are held by SSI, and no shares of Surviving Corporation Preferred are issued and outstanding; and

WHEREAS, SSI and the Surviving Corporation desire that SSI merge with and into the Surviving Corporation and that the Surviving Corporation shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Wisconsin and the laws of the State of Delaware; and

WHEREAS, the respective Boards of Directors of SSI and the Surviving Corporation have approved this Agreement and directed that it be submitted to a vote of their shareholders.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

**ARTICLE 1****MERGER**

1.1. *Merger.* Subject to the terms and conditions of this Agreement, SSI shall be merged with and into the Surviving Corporation (the "Merger") in accordance with the Wisconsin Business Corporation Law ("WBCL") and the Delaware General Corporation Law (the "DGCL"), the separate existence of SSI shall cease, and the Surviving Corporation shall be the surviving corporation and continue its corporate existence under the laws of the State of Wisconsin.

1.2. *Effect of the Merger.* At the Effective Time of the Merger (as hereinafter defined), the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties, of each of SSI and the Surviving Corporation; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging to or due to each of SSI and the Surviving Corporation shall vest in the Surviving Corporation without

any further act or deed; the title to any real estate or any interest therein vested by deed or otherwise in SSI shall not revert nor in anyway become impaired by reason of the Merger; the Surviving Corporation shall be responsible and liable for all the debts, liabilities and duties of each of SSI and the Surviving Corporation; a claim of or against or a pending proceeding by or against SSI or the Surviving Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of SSI; and neither the rights of creditors nor any liens upon the property of SSI or the Surviving Corporation shall be impaired by the Merger.

*1.3. Effective Time of the Merger.* The Merger shall become effective as of the date and time (the "Effective Time of the Merger") the following actions are completed: (a) appropriate duly executed articles of merger are filed in accordance with Section 180.1105 of the WBCL; and (b) an appropriate duly executed certificate of merger is filed in accordance with Section 252 of the DGCL.

## ARTICLE 2

### NAME, ARTICLES OF INCORPORATION, BY-LAWS, DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

*2.1. Name of Surviving Corporation.* At the Effective Time of the Merger, Article I of the Surviving Corporation's Articles of Incorporation shall be amended to read as follows:

"The name of the corporation is School Specialty, Inc. (hereinafter "Corporation")."

*2.2. Articles of Incorporation.* The Articles of Incorporation of the Surviving Corporation, as amended pursuant to Section 2.1 hereof, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time of the Merger by virtue of the Merger and without any further action by the Constituent Corporations, until amended thereafter as provided therein or by law.

*2.3. By-Laws.* The By-Laws of the Surviving Corporation shall be the By-Laws of the Surviving Corporation from and after the Effective Time of the Merger by virtue of the Merger and without any further action by the Constituent Corporations, until amended thereafter as provided therein, in the Surviving Corporation's Articles of Incorporation or By-Laws.

*2.4. Directors and Officers.* The directors and officers of SSI immediately prior to the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation from and after the Effective Time of the Merger and shall hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation until the expiration of the terms to which they were elected to serve as directors and officers of SSI and until their successors are duly elected and qualified. With respect to the directors of the Surviving Corporation, they shall be assigned to the same Class (either Class I, II or III) in which they were assigned while serving as directors of SSI.

## ARTICLE 3

### CONVERSION OF SECURITIES

*3.1. Conversion.* At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously and this Section 3.1 shall constitute the manner and basis of converting the capital stock of the Constituent Corporations into capital stock of the Surviving Corporation and of consummating the other transactions referred to in this Section 3.1:

(a) Each share of SSI Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and nonassessable share of Surviving Corporation Common Stock (except to the extent provided in Section 180.0622(2)(b) of the WBCL).

(b) Each stock option to purchase shares of SSI Common Stock granted by SSI under any of the stock option plans of SSI and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the terms of the stock option plans, the actions of the Boards of Directors of the Constituent Corporations and the Merger and without any action on the part of the holder thereof, be converted into and become a stock option to purchase, upon the same terms and conditions, the number of shares of Surviving Corporation Common Stock which is equal to the number of shares of SSI Common Stock which the optionee would have received had he or she exercised his or her option in full immediately prior to the Effective Time of the Merger (whether or not such option was then exercisable). The exercise price per share of the Surviving Corporation Common Stock under each of such options shall be equal to the exercise price per share of SSI Common Stock thereunder immediately prior to the Effective Time of the Merger. A number of shares of Surviving Corporation Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of SSI Common Stock so reserved immediately prior to the Effective Time of the Merger.

(c) Each share of Surviving Corporation Common Stock issued and outstanding immediately prior to the Effective Time of the Merger (each of which is presently held by SSI), without any action on the part of the holder thereof, shall be canceled and cease to exist, and no shares of the Surviving Corporation or other securities of the Surviving Corporation shall be issued or other consideration paid in respect thereof.

### *3.2. Conversion of Certificates.*

(a) Each stock certificate which, immediately prior to the Effective Time of the Merger, represented issued and outstanding shares of SSI Common Stock shall not represent shares of SSI Common Stock (which shares shall cease to exist) after the Effective Time of the Merger but instead shall be and become at the Effective Time of the Merger a certificate representing an identical number of shares of Surviving Corporation Common Stock, automatically by virtue of the Merger and without any action on the part of the holder thereof. Upon the surrender or transfer following the Effective Time of the Merger of a stock certificate that represented SSI Common Stock immediately prior to the Effective Time of the Merger, but subject to Section 3.2(b) hereof, a stock certificate representing the same number of shares of Surviving Corporation Common Stock shall be reissued to the holder or transferee, as the case may be, thereof, provided that no holder of a stock certificate that represented SSI Common Stock immediately prior to the Effective Time of the Merger shall be required to surrender such stock certificate in connection with the Merger and such stock certificate shall represent the same number of shares of Surviving Corporation Common Stock until so surrendered.

(b) If, after the Effective Time of the Merger, any certificate for shares of Surviving Corporation Common Stock is to be issued in a name other than that in which the certificate which immediately prior to the Effective Time of the Merger represented shares of SSI Common Stock surrendered in exchange therefor is registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and the person requesting such exchange shall pay any transfer and other taxes required by reason of the

issuance of certificates for such shares of the Surviving Corporation capital stock in a name other than that of the registered holder of the certificate surrendered, or shall establish to the satisfaction of the Surviving Corporation or its agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, no party hereto shall be liable to a holder of shares of SSI capital stock for any shares of Surviving Corporation capital stock or dividends or distributions thereon delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

#### ARTICLE 4

##### EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, any employee benefit plan or incentive compensation plan, including any stock option plan, to which SSI is then a party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent any employee benefit plan or incentive compensation plan of SSI provides for the issuance or purchase of, or otherwise relates to, SSI capital stock, from and after the Effective Time of the Merger, such plan shall be deemed to provide for the issuance or purchase of, or otherwise to relate to, the Surviving Corporation capital stock.

#### ARTICLE 5

##### CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following conditions:

5.1. *SSI Stockholder Approval.* This Agreement and the Merger shall have been adopted and approved by the stockholders of SSI in accordance with the Articles of Incorporation of SSI and the applicable provisions of the DGCL.

5.2. *Surviving Corporation Shareholder Approval.* This Agreement and the Merger shall have been adopted and approved by SSI as the holder of all the outstanding shares of Surviving Corporation capital stock prior to the Effective Time of the Merger.

5.3. *Consents, etc.* Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of SSI to be material to the consummation of the Merger shall have been obtained.

#### ARTICLE 6

##### AGREEMENTS

6.1. *No Preferred Stock.* Prior to the Effective Time of the Merger, the Surviving Corporation shall not issue Surviving Corporation Preferred.

6.2. *Taking of Necessary Action; Further Action.* Subject to Section 7.1, each of SSI and the Surviving Corporation will take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger as promptly as possible. If, at any time after the Effective Time of the Merger, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Constituent Corporations, the officers and directors of the

Constituent Corporations are fully authorized in the name of their corporation or otherwise to take, and will take, all such lawful and necessary action.

**6.3. Other Agreements.** The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of either Constituent Corporation and in any proceeding for the enforcement of any obligation of the Surviving Corporation arising from the Merger. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding. A copy of any such service of process may be sent by the Secretary of State of the State of Delaware to the chief executive officer of the Surviving Corporation at the following address: 1000 N. Bluemound Drive, Appleton, Wisconsin 54914 (or such other address as specified by the Surviving Corporation in a notice to the Secretary of State of the State of Delaware).

## ARTICLE 7

### GENERAL

**7.1. Termination and Abandonment.** This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time of the Merger, whether before or after adoption and approval of this Agreement by the stockholders of SSI, by action of the Board of Directors of SSI, if the Board of Directors of SSI determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of SSI and its stockholders. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either SSI or the Surviving Corporation or their respective Boards of Directors or shareholders, except that SSI shall pay all expenses incurred in connection with the Merger or in respect of this Agreement or relating thereto.

**7.2. Amendment.** This Agreement may be amended at any time prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of SSI and the Surviving Corporation; provided, however, that after it has been adopted by the stockholders of SSI, this Agreement may not be amended in any manner which, in the judgment of the Board of Directors of SSI, would have a material adverse effect on the rights of such stockholders or in any manner not permitted under applicable law; provided further, however, that any amendment of this Agreement after its adoption by the sole shareholder of the Surviving Corporation shall require the prior approval of such shareholder.

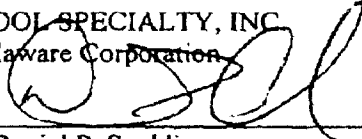
**7.3. Headings.** The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.


**7.4. Counterparts.** This Agreement may be executed in two counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

**7.5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the principles of conflicts of law thereof, except to the extent the laws of the State of Delaware are applicable to SSI in respect of the Merger, in which case the laws of the State of Delaware shall apply without giving effect to the principles of conflicts of law thereof.

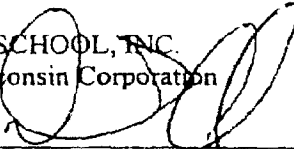
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

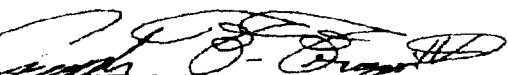
SCHOOL SPECIALTY, INC.  
A Delaware Corporation

By:   
Daniel P. Spalding,  
*Chairman of the Board and Chief Executive Officer*

Attest:   
Joseph F. Franzoi, IV, *Secretary*

NEW SCHOOL, INC.  
A Wisconsin Corporation

By:   
Daniel P. Spalding,  
*Chairman of the Board and Chief Executive Officer*

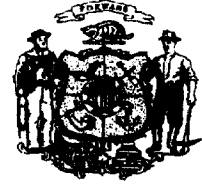
Attest:   
Joseph F. Franzoi, IV, *Secretary*

MW436600\_1.DOC

DFI/CORP/30  
DOCUMENT  
2/00

United States of America

State of Wisconsin



## DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared with the document on file in the Corporation Section of the Division of Corporate & Consumer Services of this department, and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have  
hercunto set my hand and affixed the official seal  
of the Department.

A handwritten signature in black ink, appearing to read 'Ray Allen'.

RAY ALLEN, Administrator  
Division of Corporate & Consumer Services  
Department of Financial Institutions

DATE: SEP 15 2000

BY: A handwritten signature in black ink, appearing to read 'Patricia Lelke'.

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Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

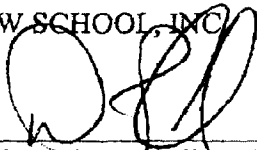
**ARTICLES OF MERGER  
OF  
SCHOOL SPECIALTY, INC. 02 5053391  
WITH AND INTO (12687M)  
NEW SCHOOL, INC. 01 N027818**

The undersigned officer of New School, Inc., a corporation organized under the laws of the State of Wisconsin, pursuant to Sections 180.1105 and 180.1107 of the Wisconsin Business Corporation Law (the "WBCL"), hereby certifies as follows:

1. The Agreement and Plan of Merger by and between School Specialty, Inc., a Delaware corporation ("SSI"), and New School, Inc. (the "Surviving Corporation"), is attached hereto as Exhibit A and made a part hereof.
2. All of the issued and outstanding shares of stock of the Surviving Corporation are owned by SSI.
3. Said Plan of Merger was adopted and approved by the Board of Directors and the sole Shareholder of the Surviving Corporation on July 20, 2000 in accordance with Sections 180.1101 and 180.1103 of the WBCL.
4. All provisions of the laws of the States of Wisconsin and Delaware applicable to the proposed merger have been complied with.
5. The Merger shall be effective as of 5 p.m. (Milwaukee, Wisconsin time) on August 31, 2000.

IN WITNESS WHEREOF, New School, Inc. has caused these Articles of Merger to be executed as of the 29<sup>th</sup> day of August, 2000.

	AUG 31 12:00PM	
	#. A	
	151563 DCORP-MI	100.00
NEW SCHOOL, INC.	AUG 31 12:00PM	
	#. B	
	151563 EXPED 25	25.00

By:   
Daniel P. Spalding, Chief Executive Officer

This instrument was drafted by:  
Ellen R. Drought  
Godfrey & Kahn, S.C.  
780 North Water Street  
Milwaukee, WI 53202

MW391617\_1.DOC

00 AUG 31 PM 3:27  
 FINANCIAL INSTITUTIONS  
 STATE OF WISCONSIN



**AGREEMENT AND PLAN OF MERGER**

**AGREEMENT AND PLAN OF MERGER**, dated as of July 24, 2000, by and between School Specialty, Inc., a Delaware corporation ("SSI"), and New School, Inc., a Wisconsin corporation and a wholly-owned subsidiary of SSI (the "Surviving Corporation"). SSI and the Surviving Corporation are sometimes hereinafter referred to as the "Constituent Corporations."

WHEREAS, SSI, as of the date hereof, has authority to issue 151,000,000 shares of capital stock, of which 150,000,000 are designated as Common Stock, \$.001 par value (the "SSI Common Stock"), and 1,000,000 shares are designated as Preferred Stock, \$.001 par value (the "SSI Preferred") and, as of the date hereof, 17,464,505 shares of SSI Common Stock are issued and outstanding, and no shares of SSI Preferred are issued and outstanding; and

WHEREAS, the Surviving Corporation has authority to issue 151,000,000 shares of capital stock, of which 150,000,000 are designated as Common Stock, \$.001 par value (the "Surviving Corporation Common Stock"), and 1,000,000 shares are designated as Preferred Stock, \$.001 par value (the "Surviving Corporation Preferred"); and

WHEREAS, as of the date hereof, 100 shares of Surviving Corporation Common Stock are issued and outstanding, all of which are held by SSI, and no shares of Surviving Corporation Preferred are issued and outstanding; and

WHEREAS, SSI and the Surviving Corporation desire that SSI merge with and into the Surviving Corporation and that the Surviving Corporation shall continue as the surviving corporation in such merger, upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Wisconsin and the laws of the State of Delaware; and

WHEREAS, the respective Boards of Directors of SSI and the Surviving Corporation have approved this Agreement and directed that it be submitted to a vote of their shareholders.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, the parties hereto agree to merge as follows:

**ARTICLE I****MERGER**

1.1. *Merger.* Subject to the terms and conditions of this Agreement, SSI shall be merged with and into the Surviving Corporation (the "Merger") in accordance with the Wisconsin Business Corporation Law ("WBCL") and the Delaware General Corporation Law (the "DGCL"), the separate existence of SSI shall cease, and the Surviving Corporation shall be the surviving corporation and continue its corporate existence under the laws of the State of Wisconsin.

1.2. *Effect of the Merger.* At the Effective Time of the Merger (as hereinafter defined), the Surviving Corporation shall possess all the rights, privileges, powers and franchises, of a public as well as of a private nature, and shall be subject to all the restrictions, disabilities and duties, of each of SSI and the Surviving Corporation; all property, real, personal and mixed, and all debts due on any account, including subscriptions for shares, and all other choses in action, and every other interest of or belonging to or due to each of SSI and the Surviving Corporation shall vest in the Surviving Corporation without

any further act or deed; the title to any real estate or any interest therein vested by deed or otherwise in SSI shall not revert nor in anyway become impaired by reason of the Merger; the Surviving Corporation shall be responsible and liable for all the debts, liabilities and duties of each of SSI and the Surviving Corporation; a claim of or against or a pending proceeding by or against SSI or the Surviving Corporation may be prosecuted as if the Merger had not taken place, or the Surviving Corporation may be substituted in the place of SSI; and neither the rights of creditors nor any liens upon the property of SSI or the Surviving Corporation shall be impaired by the Merger.

*1.3. Effective Time of the Merger.* The Merger shall become effective as of the date and time (the "Effective Time of the Merger") the following actions are completed: (a) appropriate duly executed articles of merger are filed in accordance with Section 180.1105 of the WBCL; and (b) an appropriate duly executed certificate of merger is filed in accordance with Section 252 of the DGCL.

## ARTICLE 2

### NAME, ARTICLES OF INCORPORATION, BY-LAWS, DIRECTORS AND OFFICERS OF THE SURVIVING CORPORATION

*2.1. Name of Surviving Corporation.* At the Effective Time of the Merger, Article I of the Surviving Corporation's Articles of Incorporation shall be amended to read as follows:

"The name of the corporation is School Specialty, Inc. (hereinafter "Corporation")."

*2.2. Articles of Incorporation.* The Articles of Incorporation of the Surviving Corporation, as amended pursuant to Section 2.1 hereof, shall be the Articles of Incorporation of the Surviving Corporation from and after the Effective Time of the Merger by virtue of the Merger and without any further action by the Constituent Corporations, until amended thereafter as provided therein or by law.

*2.3. By-Laws.* The By-Laws of the Surviving Corporation shall be the By-Laws of the Surviving Corporation from and after the Effective Time of the Merger by virtue of the Merger and without any further action by the Constituent Corporations, until amended thereafter as provided therein, in the Surviving Corporation's Articles of Incorporation or By-Laws.

*2.4. Directors and Officers.* The directors and officers of SSI immediately prior to the Effective Time of the Merger shall be the directors and officers, respectively, of the Surviving Corporation from and after the Effective Time of the Merger and shall hold office in accordance with the Articles of Incorporation and By-Laws of the Surviving Corporation until the expiration of the terms to which they were elected to serve as directors and officers of SSI and until their successors are duly elected and qualified. With respect to the directors of the Surviving Corporation, they shall be assigned to the same Class (either Class I, II or III) in which they were assigned while serving as directors of SSI.

## ARTICLE 3

### CONVERSION OF SECURITIES

*3.1. Conversion.* At the Effective Time of the Merger, each of the following transactions shall be deemed to occur simultaneously and this Section 3.1 shall constitute the manner and basis of converting the capital stock of the Constituent Corporations into capital stock of the Surviving Corporation and of consummating the other transactions referred to in this Section 3.1:

(a) Each share of SSI Common Stock issued and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into and become one validly issued, fully paid and nonassessable share of Surviving Corporation Common Stock (except to the extent provided in Section 180.0622(2)(b) of the WBCL).

(b) Each stock option to purchase shares of SSI Common Stock granted by SSI under any of the stock option plans of SSI and outstanding immediately prior to the Effective Time of the Merger shall, by virtue of the terms of the stock option plans, the actions of the Boards of Directors of the Constituent Corporations and the Merger and without any action on the part of the holder thereof, be converted into and become a stock option to purchase, upon the same terms and conditions, the number of shares of Surviving Corporation Common Stock which is equal to the number of shares of SSI Common Stock which the optionee would have received had he or she exercised his or her option in full immediately prior to the Effective Time of the Merger (whether or not such option was then exercisable). The exercise price per share of the Surviving Corporation Common Stock under each of such options shall be equal to the exercise price per share of SSI Common Stock thereunder immediately prior to the Effective Time of the Merger. A number of shares of Surviving Corporation Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of SSI Common Stock so reserved immediately prior to the Effective Time of the Merger.

(c) Each share of Surviving Corporation Common Stock issued and outstanding immediately prior to the Effective Time of the Merger (each of which is presently held by SSI), without any action on the part of the holder thereof, shall be canceled and cease to exist, and no shares of the Surviving Corporation or other securities of the Surviving Corporation shall be issued or other consideration paid in respect thereof.

### *3.2. Conversion of Certificates.*

(a) Each stock certificate which, immediately prior to the Effective Time of the Merger, represented issued and outstanding shares of SSI Common Stock shall not represent shares of SSI Common Stock (which shares shall cease to exist) after the Effective Time of the Merger but instead shall be and become at the Effective Time of the Merger a certificate representing an identical number of shares of Surviving Corporation Common Stock, automatically by virtue of the Merger and without any action on the part of the holder thereof. Upon the surrender or transfer following the Effective Time of the Merger of a stock certificate that represented SSI Common Stock immediately prior to the Effective Time of the Merger, but subject to Section 3.2(b) hereof, a stock certificate representing the same number of shares of Surviving Corporation Common Stock shall be reissued to the holder or transferee, as the case may be, thereof, provided that no holder of a stock certificate that represented SSI Common Stock immediately prior to the Effective Time of the Merger shall be required to surrender such stock certificate in connection with the Merger and such stock certificate shall represent the same number of shares of Surviving Corporation Common Stock until so surrendered.

(b) If, after the Effective Time of the Merger, any certificate for shares of Surviving Corporation Common Stock is to be issued in a name other than that in which the certificate which immediately prior to the Effective Time of the Merger represented shares of SSI Common Stock surrendered in exchange therefor is registered, it shall be a condition of such exchange that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer and the person requesting such exchange shall pay any transfer and other taxes required by reason of the

issuance of certificates for such shares of the Surviving Corporation capital stock in a name other than that of the registered holder of the certificate surrendered, or shall establish to the satisfaction of the Surviving Corporation or its agent that such tax has been paid or is not applicable. Notwithstanding the foregoing, no party hereto shall be liable to a holder of shares of SSI capital stock for any shares of Surviving Corporation capital stock or dividends or distributions thereon delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

#### ARTICLE 4

#### EMPLOYEE BENEFIT AND COMPENSATION PLANS

At the Effective Time of the Merger, any employee benefit plan or incentive compensation plan, including any stock option plan, to which SSI is then a party shall be assumed by, and continue to be the plan of, the Surviving Corporation. To the extent any employee benefit plan or incentive compensation plan of SSI provides for the issuance or purchase of, or otherwise relates to, SSI capital stock, from and after the Effective Time of the Merger, such plan shall be deemed to provide for the issuance or purchase of, or otherwise to relate to, the Surviving Corporation capital stock.

#### ARTICLE 5

#### CONDITIONS

Consummation of the Merger is subject to the satisfaction at or prior to the Effective Time of the Merger of the following conditions:

5.1. *SSI Stockholder Approval.* This Agreement and the Merger shall have been adopted and approved by the stockholders of SSI in accordance with the Articles of Incorporation of SSI and the applicable provisions of the DGCL.

5.2. *Surviving Corporation Shareholder Approval.* This Agreement and the Merger shall have been adopted and approved by SSI as the holder of all the outstanding shares of Surviving Corporation capital stock prior to the Effective Time of the Merger.

5.3. *Consents, etc.* Any and all consents, permits, authorizations, approvals and orders deemed in the sole discretion of SSI to be material to the consummation of the Merger shall have been obtained.

#### ARTICLE 6

#### AGREEMENTS

6.1. *No Preferred Stock.* Prior to the Effective Time of the Merger, the Surviving Corporation shall not issue Surviving Corporation Preferred.

6.2. *Taking of Necessary Action; Further Action.* Subject to Section 7.1, each of SSI and the Surviving Corporation will take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger as promptly as possible. If, at any time after the Effective Time of the Merger, any such further action is necessary or desirable to carry out the purposes of this Agreement and to vest the Surviving Corporation with full right, title and possession to all assets, property, rights, privileges, powers and franchises of the Constituent Corporations, the officers and directors of the

Constituent Corporations are fully authorized in the name of their corporation or otherwise to take, and will take, all such lawful and necessary action.

**6.3. Other Agreements.** The Surviving Corporation, from and after the Effective Time of the Merger, agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of either Constituent Corporation and in any proceeding for the enforcement of any obligation of the Surviving Corporation arising from the Merger. The Surviving Corporation irrevocably appoints the Secretary of State of the State of Delaware as its agent to accept service of process in any such proceeding. A copy of any such service of process may be sent by the Secretary of State of the State of Delaware to the chief executive officer of the Surviving Corporation at the following address: 1000 N. Bluemound Drive, Appleton, Wisconsin 54914 (or such other address as specified by the Surviving Corporation in a notice to the Secretary of State of the State of Delaware).

## ARTICLE 7

### GENERAL

**7.1. Termination and Abandonment.** This Agreement may be terminated and the Merger and other transactions herein provided for abandoned at any time prior to the Effective Time of the Merger, whether before or after adoption and approval of this Agreement by the stockholders of SSI, by action of the Board of Directors of SSI, if the Board of Directors of SSI determines that the consummation of the transactions provided for herein would not, for any reason, be in the best interests of SSI and its stockholders. In the event of termination of this Agreement, this Agreement shall become void and of no effect and there shall be no liability on the part of either SSI or the Surviving Corporation or their respective Boards of Directors or shareholders, except that SSI shall pay all expenses incurred in connection with the Merger or in respect of this Agreement or relating thereto.

**7.2. Amendment.** This Agreement may be amended at any time prior to the Effective Time of the Merger with the mutual consent of the Boards of Directors of SSI and the Surviving Corporation; provided, however, that after it has been adopted by the stockholders of SSI, this Agreement may not be amended in any manner which, in the judgment of the Board of Directors of SSI, would have a material adverse effect on the rights of such stockholders or in any manner not permitted under applicable law; provided further, however, that any amendment of this Agreement after its adoption by the sole shareholder of the Surviving Corporation shall require the prior approval of such shareholder.

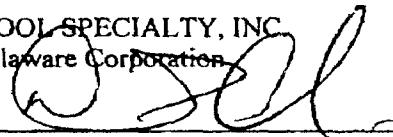
**7.3. Headings.** The headings set forth herein are inserted for convenience or reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement.


**7.4. Counterparts.** This Agreement may be executed in two counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same instrument.

**7.5. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to the principles of conflicts of law thereof, except to the extent the laws of the State of Delaware are applicable to SSI in respect of the Merger, in which case the laws of the State of Delaware shall apply without giving effect to the principles of conflicts of law thereof.

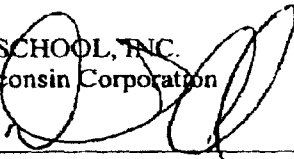
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf and attested by its officers hereunto duly authorized, all as of the day and year first above written.

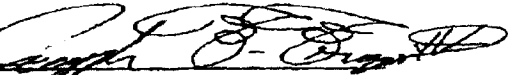
SCHOOL SPECIALTY, INC  
A Delaware Corporation

By:   
Daniel P. Spalding,  
*Chairman of the Board and Chief Executive Officer*

Attest:   
Joseph F. Franzoi, IV, *Secretary*

NEW SCHOOL, INC.  
A Wisconsin Corporation

By:   
Daniel P. Spalding,  
*Chairman of the Board and Chief Executive Officer*

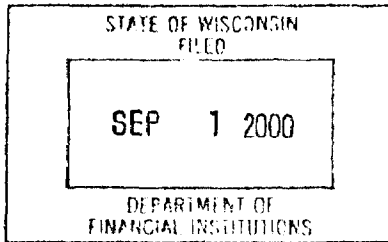
Attest:   
Joseph F. Franzoi, IV, *Secretary*

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Articles of Merger (+ N...)

Merges: School Specialty, Inc. (Inland Foreign)  
Intro: New School, Inc. (Domestic) (Survivor)  
- Changes Name of Survivor -

Note  
Merger  
Effective  
8/31/2000  
but need  
Delaware Certificate



\$100.00 plus \$25 Exp. Fee

Jill M. Demski, Paralegal  
Godfrey & Kahn, S.C.  
780 North Water St.  
Milwaukee, WI 53202-9740