

06-21-2001



6-18-01

To the Honorable Commissioner of Patents and Trademarks 101755727

Send original documents or copy thereof.

1. Name of conveying party(ies): *School Speciality Inc. AND MULLAKEY'S INC*

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

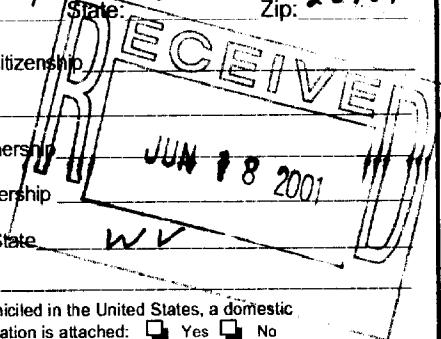
Execution Date: *12/20/00*

2. Name and address of receiving party(ies)

Name: *MULLAKEY INC*
 Internal Address: *P.O. Box 2668*
 Street Address: *1502 4TH Ave*
 City: *HUNTINGTON WV* State: *WV* Zip: *25701*

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State *WV*
- 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 name(s) & address(es) attached? Yes No



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

A. Trademark Application No.(s) *1017245*

B. Trademark Registration No.(s) *1017245*

Additional number(s) attached Yes No

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

Name: *MIKE MULLAKEY*
 Internal Address: *PO Box 2668*

Street Address: *1502 4TH Ave*
HUNTINGTON, WV 25701
 City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ *40.00*

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page 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.

MIKE MULLAKEY
Name of Person Signing

Mike Mullakay
Signature

6/14/01
Date

Total number of pages including cover sheet, attachments, and document: 6

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

+ Check # *8840*
\$40.00

06/20/2001 DBYRNE 00000033 1017245
01 FC:481 40.00 DR

**TRADEMARK ASSIGNMENT
AGREEMENT**

WHEREAS, SCHOOL SPECIALTY, INC., a corporation of the State of Wisconsin, with an address of 1000 N. Bluemound Drive, P.O. Box 1579, Appleton, Wisconsin 54913-1579 ("Assignor") is, either itself or through its direct or indirect subsidiaries and affiliates, the owner of the entire right, title and interest in and to the trademark LATTA'S, the goodwill of the business symbolized thereby (hereinafter the "Trademark"), and the registration relating to the Trademark, Registration No. 1,017,245 in the United States Patent and Trademark Office ("USPTO"); and

(MULLAKEY'S INC dba. LATTA'S)

WHEREAS, Latta's, Inc., a West Virginia corporation having a place of business at 1502 4th Avenue, Huntington, West Virginia ("Assignee"), desires to acquire Assignor's, and its direct or indirect subsidiaries' and affiliates' entire right, title and interest in and to the Trademark worldwide, the goodwill of the business symbolized thereby, and the registration relating to the Trademark, Registration No. 1,902,066 in the USPTO.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and quitclaim unto Assignee the entire right, title and interest of Assignor in and to the Trademark worldwide together with the goodwill of the business symbolized thereby and the registration relating to the Trademark, Registration No. 1,902,066 in the USPTO.

2. Assignor covenants and agrees that it will, upon request, execute (including appropriate notarization and legalization) and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to transfer to Assignee, its successors or other legal representatives, all of Assignor's right, title and interest to the Trademark worldwide, and all applications or registrations for the Trademark.

3. In consideration of the assignment of the Trademark, Assignee shall deliver to Assignor a check in the amount of One Thousand Dollars (\$1,000). Such payment shall be made upon Assignee's execution of this Agreement.

4. Assignor represents and warrants to Assignee as follows:

a) Assignor owns all right, title and interest in and to the Trademark and has full right and power to transfer the Trademark hereunder.

b) The Trademark is not the subject of any administrative, arbitration, judicial, litigation, governmental or other proceeding, however denominated, in which Assignor's right, title or interest in or to the Trademark is at issue or is disputed. Assignor has no knowledge of any claim or any basis for a claim by any third party, whether or not such claim has been asserted, under which any right, title or interest in and to the Trademark is or would be

at issue or in dispute.

c) Assignor has entered into no agreements of any kind (oral or written) with third parties concerning the Trademark, and the Trademark is not the subject of any security interest, assignment, mortgage, deed of trust, lien, charge, assessment, adverse claim or other encumbrance or preferential arrangement with the practical effect of any of the foregoing. The assignment of the Trademark to Assignee will not violate any instrument or agreement, written or oral, between the Assignor and any third party.

d) Upon assignment of the Trademark, to the best of Assignee's knowledge Assignee's ownership and use of the Trademark will not infringe upon or misappropriate any trademark or other proprietary right of any third party or parties.

e) The execution and delivery of this Trademark Assignment and the sale contemplated hereby has been duly authorized by Assignor and Assignor has taken all actions, including, but not limited to, obtaining valid consents of any third parties, as required to be taken by them to effect this transaction.

6. Assignor shall indemnify, defend and hold Assignee and Assignee's respective successors, officers, directors, employees and agents harmless from and against any and all actions, claims, losses, damages, liabilities, awards, costs and expenses (including Assignee's and such described persons' reasonable attorney's fees in defense thereof) resulting from or arising out of any breach of any of the foregoing representations and warranties.

7. If Assignee elects to record any document or transfer, Assignee shall bear the costs and fees associated with recording, but Assignor shall provide timely cooperation to Assignee as reasonably necessary.

8. Upon execution of the Trademark Assignment, Assignor shall have no further rights to use the Trademark in any manner.

9. Assignee may not transfer the Trademark to a proposed Transferee without first offering to sell the Trademark to Assignor for an amount equal to a purchase price proposed between the Assignee and the proposed Transferee. Assignor shall have 30 days from the receipt of the offer for sale to exercise the option to purchase the Trademark. If the option is exercised, Assignee shall be obligated to sell, and Assignor shall be obligated to purchase, the Trademark under the same terms and conditions as offered by Assignee to the proposed Transferee. In the event Assignor does not exercise its option to purchase the Trademark, Assignee may transfer all interest in the Trademark to the proposed Transferee.

10. For purposes of this Agreement, "subsidiaries and affiliates" means any business entity controlled by, controlling or under common control with a party hereto.

11. This Trademark Assignment represents the entire agreement of the parties on the subject matter hereof; it supersedes, merges and renders void any and all prior and

contemporaneous agreements, understandings and/or representations, written and oral, with respect to the Trademark.

12. The representatives and warranties of Assignor shall survive this Trademark Assignment. This Trademark Assignment shall be binding upon and inure to the benefit of the parties' successors and assigns.

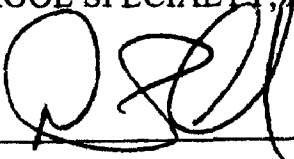
13. This Trademark Assignment shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Wisconsin (without giving effect to its choice of laws principles) as if such assignment were performed entirely within the State of Wisconsin.

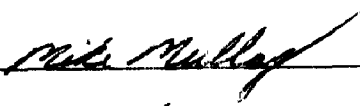
14. In any arbitration or legal action brought to enforce the provision hereof, the prevailing party in such action shall be entitled to have its reasonable attorneys' fees, arbitration costs, and litigation expenses paid by the non-prevailing party.

IN WITNESS WHEREOF, each party has caused its proper officer to execute this Assignment effective as of November _____, 2000

SCHOOL SPECIALTY, INC.

LATTA'S ~~INC.~~ *MULLAIKY'S INC*
dba LATTA'S

By: 

By: 

Title: CEO

Title: President

Date: 11/9/00

Date: 12/29/00

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TRADEMARK ASSIGNMENT

WHEREAS, SCHOOL SPECIALTY, INC. (f/k/a EDA Corporation), a corporation of the State of Delaware, having its principal place of business at 1000 N. Bluemound Drive, Appleton, Wisconsin 54913 ("Assignor") is the owner of the entire right, title and interest in and to U.S. Trademark Registration No. 1,902,066 for LATTAS (hereinafter the "Trademark") and the goodwill of the business symbolized thereby; and

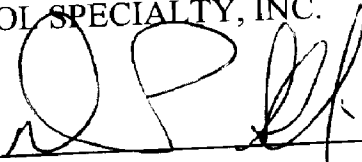
(MULLARKY'S INC. dba - LATTAS)

WHEREAS, ~~Latta's, Inc.~~, a West Virginia corporation having a place of business at 1502 4th Avenue, Huntington, West Virginia ("Assignee"), desires to acquire Assignor's entire right, title and interest in and to the Trademark worldwide, and the goodwill of the business symbolized thereby;

NOW THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment of ASSIGNEE to ASSIGNOR of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said TRADEMARK, including the goodwill associated therewith.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

SCHOOL SPECIALTY, INC.

By: 

Name: DANIEL P. SPALDING

Title: CEO

Date: 11/9/02