

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

The McGraw-Hill Companies, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 01/30/2004

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: 54912

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State WI
- 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) _____
see attached Schedule

B. Trademark Registration No.(s) _____
see attached Schedule

Additional number(s) attached Yes No

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

Name: Nicholas A. Kees

Internal Address: Godfrey & Kahn, S.C.

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved: 54

7. Total fee (37 CFR 3.41) \$ 1390.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

07-1509

DO NOT USE THIS SPACE

9. Signature.

Nicholas A. Kees

Name of Person Signing


Signature

2/2/04
Date

Total number of pages including cover sheet, attachments, and document: 7

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

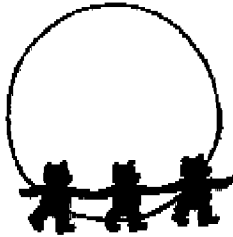



TRADEMARK

REEL: 002789 FRAME: 0148

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SCHEDULE A

MARK	SERIAL NO./REG. NO.	FILING DATE REG. DATE
	2,148,667	04/07/98
	2,296,053	11/30/99
ALPHABET EXPRESS	899,693	09/29/70
BABY BRIGHT BOOKS	1,918,816	09/12/95
BASIC FIRST	2,410,188	12/05/00
BEAR HUGS	1,922,900	09/26/95
BUILD-N-LEARN	2,222,571	02/09/99
CELEBRATING OUR DIVERSITY	1,772,347	05/18/93
CLOCK FACTORY JUDY	1,771,414	05/18/93
CONCERTWARE	1,559,584	10/10/89
FAST FACTS	2,422,205	01/16/01
FIND 'N' LEARN	1,777,862	06/22/93
FRACTION BUILDER	1,824,391	03/01/94
FRACTIONS STAX DESIGN	1,604,588	07/03/90
	2,135,186	02/10/98
	2,279,603	09/21/99
FRANK SCHAFFER PUBLICATIONS	2,136,550	02/17/98
FRANK SCHAFFER'S LEARNING ADVENTURES	2,285,769	10/12/99
FRANK SCHAFFER'S	2,284,877	10/12/99

TRADEMARK

REEL: 002789 FRAME: 0149

MARK	SERIAL NO./REG. NO.	FILING DATE REG. DATE
LEARNING ADVENTURES		
FSP	2,281,881	09/28/99
GIFTED & TALENTED	1,944,317	12/26/95
GIFTED & TALENTED	1,527,561	02/28/89
GRACE PUBLICATIONS	75/008,690	08/20/96
 Great Wave Software	1,527,898	03/07/89
HEAVENLY HELPERS	75/734,494	06/23/99
HOMEWORK HELPERS	1,888,442	04/11/95
	2,099,529	09/23/97
	953,663	02/20/73
IN CELEBRATION	2,211,391	12/15/98
	2,205,989	11/24/98
INSTANT SHOWCASE	2,684,327	02/04/03
INSTRUMENTMAKER	1,515,230	12/06/88
	1,391,553	04/29/86
JUDY	708,362	12/13/60
JUDY INSTRUCTO	1,378,066	12/13/60
	2,391,307	10/03/00
LUCKY PENNY	2,632,545	10/08/02
NUMBERMAZE	1,617,464	10/16/90
PATHWAYS OF AMERICA	1,863,191	11/15/94

MARK	SERIAL NO./REG. NO.	FILING DATE REG. DATE
PEG-IT	2,401,523	11/07/00
A PEG-N-PLAY SET	2,399,362	10/31/00
PLAN BOOK PLUS	2,080,114	07/15/97
POCKET CHANGE	2,632,544	10/08/02
POP UP	2,180,522	08/11/98
READING SEARCH	2,058,057	04/29/97
READ-N-DO	2,160,518	05/26/98
SCARY STORIES FOR SLEEPOVERS	1,963,596	03/19/96
SEE-QUEES	578,570	08/11/53
SPOT THE CLOCK	2,610,356	08/20/02
STEPPING STONES	1,629,285	12/25/60
THE ESSENTIAL SKILLS ASSESSMENT SYSTEM	2,157,812	05/12/98
THEME-A-SAURUS	1,658,192	09/24/91
THINK 'N' DO	1,777,860	06/22/93
TOTLINE	2,292,998	11/16/99

TRADEMARK ASSIGNMENT

WHEREAS, The McGraw-Hill Companies, Inc., a corporation of the State of New York, having its principal place of business at 1221 Avenue of the Americas, New York, NY 10020, ("McGraw-Hill") is the owner of the entire right, title and interest in and to the trademarks listed on attached Schedule A (hereinafter, the "Trademarks") together with the goodwill of the business symbolized thereby; and

WHEREAS, School Specialty, Inc., a corporation of the State of Wisconsin, having a mailing address of P. O. Box 1579, Appleton, Wisconsin 54912 ("SSI"), and Living and Learning, Ltd., a United Kingdom corporation and a wholly-owned foreign subsidiary of SSI ("Living and Learning"; SSI and Living and Learning are sometimes, collectively, referred to herein as the "Purchaser") on the one hand, and McGraw-Hill and McGraw-Hill International (U.K.) Ltd., an indirect, wholly owned subsidiary of McGraw-Hill ("McGraw-Hill UK"), and with McGraw-Hill, are sometimes referred to herein in the singular as the "Seller" and collectively as the "Sellers"), on the other hand, are parties to a Stock and Asset Purchase Agreement, dated as of January 15, 2004 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, the Sellers are selling to the Purchaser the Shares of the Company and the Assets of the Acquired Business (as those terms are defined in the Agreement); and

WHEREAS, in connection with the transactions contemplated by the Agreement, McGraw-Hill is transferring to SSI all of McGraw-Hill's right, title and interest in and to the Marks and any applications and registrations therefor, including the registrations identified on the attached Exhibit A.

NOW THEREFORE, in consideration of the payment by McGraw-Hill to Purchaser of the sum of One Dollar (\$1.00), and for other good and valuable consideration, the receipt in full of which is hereby acknowledged, the parties hereto agree as follows:

1. McGraw-Hill hereby sells, assigns and transfers to SSI the full and exclusive right, title and interest to said Trademarks, together with the goodwill associated therewith.

2. The terms, covenants and provisions of this Assignment shall inure to the benefit of SSI, its successors, assigns, and/or legal representatives, and shall be binding upon McGraw-Hill, its successors, assigns and/or legal representatives.

3. Nothing herein is intended to transfer to SSI any and all of McGraw-Hill's rights of any kind with respect to the names "McGraw-Hill", "The McGraw-Hill Companies", "MH" and derivatives of such names or trademarks. However, SSI shall have certain rights to continue to use such trademarks as set forth in Section 5.10 of the Agreement.

4. McGraw-Hill 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 in accordance with the terms and provisions of the Agreement. McGraw-Hill's obligations to cooperate regarding this Assignment are set forth in Section 5.2 of the Agreement, which section is incorporated herein by reference.

[Signature Page Follows]

