

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Beckley-Cardy, Inc.		12/26/1998	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	The National School Supply Company
Street Address:	P.O. Box 1579
City:	Appleton
State/Country:	WISCONSIN
Postal Code:	54913-1579
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2165374	BECKLEY CARDY GROUP EVERYTHING FOR SCHOOL
Registration Number:	2237323	BECKLEY CARDY GROUP

CORRESPONDENCE DATA

Fax Number: (414)273-5198
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 414-273-3500
 Email: docketing@gklaw.com
 Correspondent Name: Nicholas A. Kees; Godfrey & Kahn, S.C.
 Address Line 1: 780 N. Water Street
 Address Line 4: Milwaukee, WISCONSIN 53202

NAME OF SUBMITTER:	Nicholas A. Kees
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Total Attachments: 6
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CH \$65.00 2165374

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FD 09:00 AM 12/21/1998
81497780 - 2069705

CERTIFICATE OF OWNERSHIP AND MERGER
MERGING BECKLEY-CARDY, INC. WITH AND INTO
THE NATIONAL SCHOOL SUPPLY COMPANY

(Pursuant to Section 253 of the General Corporation Law of Delaware)

The National School Supply Company ("National"), a corporation incorporated on the 23rd day of August, 1985, pursuant to the provisions of the General Corporation Law of the State of Delaware;

DOES HEREBY CERTIFY:

1. That National owns 100% of the issued and outstanding shares of stock of Beckley-Cardy, Inc., a corporation incorporated on the 28th day of October, 1992, pursuant to the provisions of the General Corporation Law of the State of Delaware ("Beckley").
2. That the Board of Directors of National duly adopted by unanimous written consent dated as of November 20, 1998 the following resolutions to merge Beckley into itself:

BE IT RESOLVED, that the proposed Plan of Merger of Beckley, a Delaware corporation, and National, wherein Beckley is merged with and into National, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified, and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of National, be, and they hereby are, authorized, empowered, and directed to execute a Certificate of Ownership and Merger in the name of and on behalf of National, and to file such documents and do all such things as they, in their sole discretion deem necessary or advisable to effectuate said Plan of Merger.

3. A copy of said Plan of Merger setting forth the terms and conditions of the merger is attached hereto as Exhibit A.
4. That the above-described merger shall be effective December 26, 1998.

IN WITNESS WHEREOF, said National has caused this Certificate of Ownership and Merger to be signed by Donald J. Noskowiak, Vice-President, as the 15th day of December, 1998.

**THE NATIONAL SCHOOL
SUPPLY COMPANY**


Donald J. Noskowiak, Vice-President

attached hereto as Exhibit A.

4. That the Board of Directors of the Corporation duly adopted by unanimous written consent dated as of November 20, 1998 the following resolutions to merge National into itself:

BE IT RESOLVED, that the proposed Plan of Merger of National, a Delaware corporation, and the Corporation, wherein National is merger with and into the Corporation, a copy of which is attached hereto and made a part hereof, be and the same hereby is, confirmed, ratified, and approved upon the terms and conditions stated therein.

BE IT FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized, empowered, and directed to execute a Certificate of Ownership and Merger in the name of and on behalf of the Corporation, and to file such documents and do all such things as they, in their sole discretion deem necessary or advisable to effectuate said Plan of Merger.

5. A copy of the Plan of Merger setting forth the terms and conditions of the merger is attached hereto as Exhibit B.

6. That both of the above-described mergers shall be effective November 30, 1998. The Merger described in paragraphs 2 and 3 above shall become effective immediately prior to the effective time of the merger described in paragraphs 5 and 6 herein.

IN WITNESS WHEREOF, said School Specialty, Inc. and National have caused this Certificate of Ownership and Merger to be signed by Donald J. Noskowiak, vice-president, as the 20th day of November, 1998.

SCHOOL SPECIALTY, INC.


Donald J. Noskowiak, Vice-President

**THE NATIONAL SCHOOL
SUPPLY COMPANY**


Donald J. Noskowiak, Vice-President

EXHIBIT A**PLAN OF MERGER**

1. The names of the corporations proposing to merge are The National School Supply Company, a Delaware corporation, hereinafter referred to as "National" or the "Surviving Corporation" and Beckley-Cardy, Inc., a Delaware corporation, hereinafter referred to as "Beckley".
2. Beckley shall merge with and into National 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 National shall continue unaffected and unimpaired by the merger, and the corporate identity, existence, purpose, powers, franchises, rights, and immunities of Beckley shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be fully vested therewith. The separate existence of Beckley, except insofar as it may be continued by reason of the Delaware Statutes, shall cease upon this Plan of Merger becoming effective and thereupon Beckley and the Surviving corporation shall become a single corporation.
3. The Certificate of Incorporation of National on the Effective Date (as hereinafter defined) of the merger shall be and remain the Certificate of Incorporation of the Surviving Corporation.
4. On the Effective Date of the merger, all of the issued and outstanding common stock of Beckley shall be deemed to be canceled without further consideration. No shares of stock of other consideration of the Surviving Corporation shall be issued in connection with this merger.
5. The Bylaws of National as they exist on the Effective Date of the merger shall be and remain the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided herein.
6. The Board of Directors of National 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 National 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 Bylaws of National/ 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 Bylaws of National and may be held at the time and place specified in the notice of meeting.

9. This Plan of Merger shall become effective on December 26, 1998, herein sometimes referred to as the "Effective Date". On such Effective Date, the separate existence of Beckley shall cease and it shall be merged with and into National 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 Board of Directors of Beckley or National at any time prior to the filing of the Certificate of Ownership and Merger, if the Boards of Directors of Beckley or National should decide that it would not be in the best interest of the Surviving Corporation. The Boards of Directors of Beckley and National 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 benefitting 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 Beckley.

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 Beckley, and all property, real, personal, and mixed, and all debts due to Beckley 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 interest shall be thereafter as effectively the property of the Surviving Corporation as they were of Beckley.

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 Statutes.

EXHIBIT B**PLAN OF MERGER**

1. The names of the corporations proposing to merge are School Specialty, Inc., a Delaware corporation, hereinafter referred to as "SSI" or the "Surviving Corporation" and The National School Supply Company, a Delaware corporation, hereinafter referred to as "National".

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

3. The Certificate of Incorporation of SSI on the Effective Date (as hereinafter defined) of the merger shall be and remain the Certificate of Incorporation of the Surviving Corporation.

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

5. The Bylaws of SSI as they exist on the Effective Date of the merger shall be and remain the Bylaws of the Surviving Corporation until altered, amended, or repealed as provided herein.

6. The Board of Directors of SSI 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 SSI 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 Bylaws of SSI/ 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 Bylaws of SSI and may be held at the time and place specified in the notice of meeting.

9. This Plan of Merger shall become effective on December 26, 1998, herein sometimes referred to as the "Effective Date". On such Effective Date, the separate existence of National shall cease and it shall be merged with and into SSI 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 Board of Directors of National or SSI at any time prior to the filing of the Certificate of Ownership and Merger, if the Boards of Directors of National or SSI should decide that it would not be in the best interest of the Surviving Corporation. The Boards of Directors of National and SSI 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 benefitting 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 National.

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 National, and all property, real, personal, and mixed, and all debts due to National 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 interest shall be thereafter as effectively the property of the Surviving Corporation as they were of National.

13. This merger shall constitute a complete liquidation under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and corresponding provisions of the Delaware Statutes.