

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Asset Purchase Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Envision Incorporated | | 05/09/2001 | CORPORATION: COLORADO |
| RECEIVING PARTY DATA | | | |
| Name: | School Specialty, Inc. | | |
| Street Address: | P.O. Box 1579 | | |
| City: | Appleton | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 54913-1579 | | |
| Entity Type: | CORPORATION: WISCONSIN | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2279483 | MAKE TODAY COUNT | |
| CORRESPONDENCE DATA | | | |
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| NAME OF SUBMITTER: | Nicholas A. Kees | | |
| Signature: | /Nicholas A. Kees/ | | |
| Date: | 07/01/2005 | | |

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ASSET PURCHASE AGREEMENT

BY AND AMONG

SCHOOL SPECIALTY, INC.
a Wisconsin Corporation
(“Buyer”),

ENVISION INCORPORATED,
a Colorado Corporation
(the “Seller”),

-AND-

JEFFREY HANSEN AND GARY STUBLER
(the “Shareholders”)

DATED THE 9TH DAY OF MAY, 2001

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 9th day of May, 2001, by and among SCHOOL SPECIALTY, INC., a Wisconsin corporation ("Buyer"), ENVISION INCORPORATED, a Colorado corporation (the "Seller"), and JEFFREY HANSEN and GARY STUBLER (individually a "Shareholder" and collectively the "Shareholders").

The Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller the Purchased Assets, as defined below, used in the Business, as defined below.

NOW, THEREFORE, in consideration of the premises and of the representations, warranties, covenants, and agreements herein contained, the parties agree as follows:

1. ASSET PURCHASE AND RELATED MATTERS

1.1. Transfer of Purchased Assets.

(a) For the purpose of this Agreement the term "Business" shall mean the marketing, producing, designing and supplying of student and teacher assignment notebooks and planners. Notwithstanding anything to the contrary herein the term "Business" shall consist of those operations and any and all of the related assets of the Seller (except for Excluded Assets). Subject to and upon the terms and conditions of this Agreement, the Buyer agrees to purchase and acquire from the Seller, and the Seller agrees to sell, transfer, convey, and deliver to the Buyer at the Closing (as defined in **Section 2.1**) good and valid title to all of the tangible and intangible assets, properties, and business of the Seller including but not limited to those as described on Schedule 1.1(a) and as updated through the Closing Date for acquisitions and dispositions made in the ordinary course of the Business, excluding Excluded Assets (the "Purchased Assets"), free and clear of any Liens, other than Permitted Liens (both as defined below).

(b) For purposes of this Agreement: (x) "Lien" means any mortgage, security interest, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge, preference, priority, or other security agreement, option, warrant, attachment, right of first refusal, preemptive, conversion, put, call or other claim or right, restriction on transfer (other than restrictions imposed by federal and state securities laws), or preferential arrangement of any kind or nature whatsoever (including any restriction on the transfer of any assets, any conditional sale or other title retention agreement, any financing lease involving substantially the same economic effect as any of the foregoing and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction); and (y) "Taxes" means all federal, state, county, local, foreign and other taxes or assessments including, without limitation, income, estimated income, business, occupation, franchise, property (real and personal), sales, employment, gross receipts, use, transfer, ad valorem, profits, license, capital payroll, employee withholding, unemployment, excise goods and services, severance, stamp and including interest, penalties and additions in connection therewith for which the Seller is or may be liable. For purposes of this Agreement, "Permitted Liens" means the following:

the Business as it is currently being conducted (the "Permits"). The Permits are listed in detail on **Schedule 3.8**. The Permits are valid, and the Seller has not received any notice that any governmental authority intends to modify, cancel, terminate or fail to renew any Permit. The Seller has conducted and is conducting its business in compliance with the requirements, standards, criteria, and conditions set forth in the Permits and other applicable orders, approvals, variances, rules, and regulations, and is not in material violation of any of the foregoing. For purposes of this paragraph, "Permits" does not include "Environmental Permits" as defined in **Section 3.17(c)** hereof.

3.9. **Personal Property.** **Schedule 3.9** sets forth a complete and accurate list of all of the Tangible Assets owned or leased by the Seller and used in the Business, including a list of all leases of Tangible Assets, as of April 30, 2001 and as updated through the Closing Date for acquisitions and dispositions made in the ordinary course of the Business. All of the trucks, vehicles and other machinery and equipment, included in the Purchased Assets, are in good working order and condition, ordinary wear and tear excepted. All leases set forth on **Schedule 3.9** and the attachments thereto are in full force and effect and constitute valid and binding agreements of the Seller, and the Seller is not in breach of any of their respective terms.

3.10. **Contacts.** The Seller owns those phone numbers, fax numbers and internet contact assets as listed on **Schedule 3.10** (the "Contacts"). The Contacts are all of the phone, fax and electronic numbers, addresses, or contact information which are utilized by the Seller in the operation of the Business.

3.11. **Intellectual Property.**

(a) The Seller owns or possesses adequate (necessary to conduct the Business as currently conducted by the Seller), enforceable, and transferable long-term licenses or other rights to use, without payment, all copyrights, patents, trade names, trade secrets, trademarks, franchises, and similar rights now used or employed in the Business, including, but not limited to, the name "Envision", "TimeTracker", or any lawful variations (which include the foregoing) thereof, (the "Intellectual Property") and such rights will not cease to be valid rights of the Seller by reason of the execution, delivery, and performance of this Agreement or the consummation of the transactions contemplated hereby.

(b) All the Intellectual Property adequate to operate the Business in the manner presently conducted by the Seller is being provided to Buyer as part of the Purchased Assets. Seller's Intellectual Property is listed on **Schedule 3.11**.

(c) Except as listed on **Schedule 3.11(c)**, the Seller has no obligations to compensate any person for the use of any Intellectual Property (other than in the case of commercially available software for maintenance and other fees) nor has the Seller granted to any person any license, option or other rights to use in any manner any of its Intellectual Property, whether requiring the payment of royalties or not.

(d) Except as listed on **Schedule 3.11(d)**, the Seller has not received any notice of invalidity or infringement of any rights of others with respect to the Intellectual Property. No

person has notified the Seller that it is claiming any ownership of or right to use such Intellectual Property. No person, to the knowledge of the Seller, is infringing upon any such Intellectual Property in any way. The use of the Intellectual Property by the Seller does not and will not conflict with, infringe upon or otherwise violate the valid rights of any third party in or to such Intellectual

Property, and no action has been instituted against or notices received by the Seller that are presently outstanding alleging that the use of the Intellectual Property infringes upon or otherwise violates any rights of a third party in or to such Intellectual Property.

3.12. Contracts and Customers.

(a) Schedule 3.12(a) contains a complete and accurate list of all material contracts, commitments, leases, instruments, agreements, written or oral, which are necessary for the operations of the Business as currently operated by the Seller (the "Contracts"). The Buyer shall succeed to the Seller's rights, and assume the Seller's obligations, under the Contracts (as Assumed Contracts) as of Closing. The Seller has made available to the Buyer true, complete and correct copies of all the Contracts. Seller has made available to the Buyer a list of all customers of the Business. Seller has made available to the Buyer all pertinent information relating to such customers.

(b) Each Contract, is valid and binding on the Seller and is in full force and effect and is not subject to any default of any material provision thereunder by any party obligated to the Seller pursuant thereto. The Seller acknowledges that the sixty (60) month service agreement with McLeod USA for phone service terminating November 2005 (the "McLeod Agreement") is currently a matter of dispute, with the Seller considering terminating the McLeod Agreement. Any liability caused regarding the termination of the McLeod Agreement shall remain the sole responsibility of the Seller and the Shareholders. The Seller has obtained all necessary consents, waivers and approvals of parties to any Contracts that are required in connection with any of the transactions contemplated hereby, or are required by any governmental agency or other third party or are required by the terms of such Contracts ("Third Party Consents"). All Third Party Consents are listed on Schedule 3.12(b).

(c) Schedule 3.12(c) sets forth a complete and accurate list of all Significant Customers and Significant Suppliers. For purposes of this Agreement, "Significant Customers" are the ten (10) customers that have effected the largest aggregate amount of purchases, in dollar terms, from the Business during the fiscal year ended December 31, 2000, and "Significant Suppliers" are the ten (10) suppliers who supplied the largest amount by dollar volume of school supply, equipment and/or furniture products to the Business during the fiscal year ended December 31, 2000.

(d) Schedule 3.12(d) contains a complete and accurate list of all Contracts (i) to which the Seller and any affiliate of the Seller or any officer, director or shareholder of the Seller are parties ("Related Party Agreements").

(e) Except to the extent set forth on Schedule 3.12(e), (i) none of the Seller's Significant Customers has canceled or substantially reduced or, to the knowledge of the Seller, is currently attempting or threatening to cancel or substantially reduce, its purchasing relationship with

10.8. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid or unenforceable in any jurisdiction, the remainder hereof, and the application of such provision to such person or circumstances in any other jurisdiction, shall not be affected thereby, and to this end the provisions of this Agreement shall be severable. The preceding sentence is in addition to and not in place of the severability provisions in **Section 9.4**

10.9. **Absence of Third Party Beneficiary Rights.** No provision of this Agreement is intended, nor will be interpreted, to provide or to create any third party beneficiary rights or any other rights of any kind in any client, customer, affiliate, shareholder, employee, partner of any party hereto or any other person or entity.

10.10. **Mutual Drafting.** This Agreement is the mutual product of the parties hereto, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of each of the parties, and shall not be construed for or against any party hereto.

10.11. **Further Representations.** Each party to this Agreement acknowledges and represents that it has been represented by its own legal counsel in connection with the Agreement and the transactions contemplated hereby, with the opportunity to seek advice as to its legal rights from such counsel. Each party further represents that it is being independently advised as to the tax consequences of the Agreement and the transactions contemplated hereby and is not relying on any representation or statements made by the other party as to such tax consequences.

10.12. **Termination.** This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing Date as follows:

(a) by the mutual written agreement of the Buyer, the Seller and the Shareholders; or

(b) by the Buyer, the Seller or the Shareholders if the Closing shall not have occurred on or before May 15, 2001.

If this Agreement is terminated pursuant to this **Section 10.12**, this Agreement shall be deemed null and void as of such termination and of no further force and effect; provided, however, that such termination shall not relieve any party hereto from liability for any breach by such party of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]

BUYER:

SCHOOL SPECIALTY, INC.

V. P. FINANCE / BUS. DEVELOPMENT

SELLER:

ENVISION INCORPORATED

Jeffrey Hansen, President

SHAREHOLDERS:

Jeffrey Hansen

Gary Stuber

SCHEDULE 3.11—INTELLECTUAL PROPERTY

A complete listing of Envision Incorporated's intellectual property follows:

Trademarks

- Make Today Count..... 2,279,783
- TimeTracker..... 2,213,799

Copyrights

- Fitness Planner 1984..... TX1210366
- Six Month Fitness Planner 1984..... TX1411635
- Fitness Planner 1985..... TX1508533
- Lifestyle Planner 1986..... TX1763277
- Lifestyle Planner 1987..... TX2029516
- Lifestyle Planner 1988..... TX2225283
- Lifestyle Planner 88-89..... TX2507873
- Lifestyle Planner 1989..... TX2514051
- Lifestyle Planner 89-90..... TX2790511
- Lifestyle Planner 1990..... TX2705111
- Lifestyle Planner 1991..... TX3013518
- American Lifestyle Planner 1992..... TX3262957
- American Lifestyle Planner 1993..... TX3462441
- American Lifestyle Planner 1994..... TX3814852
- TimeTracker 94-95..... TX3961837
- TimeTracker 1995..... TX3961836
- TimeTracker 95-96..... TX4332591
- TimeTracker 1996..... TX4332590
- TimeTracker 96-97..... TX4510790
- TimeTracker 97..... TX4510381
- TimeTracker 97-98..... TX4749853
- TimeTracker 1998..... TX4749725
- TimeTracker 98-99..... TX4971357
- TimeTracker 98-99..... TX4971358
- TimeTracker 98-99..... TX4971360
- TimeTracker 98-99..... TX4971503
- TimeTracker 98-99..... TX4971504
- TimeTracker 98-99..... TX4971505
- TimeTracker 1999..... TX4916347
- TimeTracker 1999..... TX4971355
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- TimeTracker 2001..... pending
- TimeTracker 2001..... pending

License Rights

The rights to use photographs in or on the company products are based on contracts with photographers and stock agencies set forth in **Schedule 1.2a** is incorporated by this reference.