

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Stock and Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The McGraw-Hill Companies, Inc.		01/15/2004	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	School Specialty, Inc.		
<b>Street Address:</b>	P.O. Box 1579		
<b>City:</b>	Appleton		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54912-1579		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1490156	TOTLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)273-5198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-273-3500		
<b>Email:</b>	nakees@gklaw.com		
<b>Correspondent Name:</b>	Nicholas A. Kees; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	780 N. Water Street		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	009316-0444		
<b>NAME OF SUBMITTER:</b>	Nicholas A. Kees		
<b>Signature:</b>	/Nicholas A. Kees/		
<b>Date:</b>	11/06/2007		

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**Total Attachments: 9**

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**STOCK AND ASSET PURCHASE AGREEMENT**

by and among

**SCHOOL SPECIALTY, INC.,**

**LIVING AND LEARNING, LTD.,**

**THE MCGRAW-HILL COMPANIES, INC.,**

and

**MCGRAW-HILL INTERNATIONAL (U.K.) LTD.**

**Dated as of January 15, 2004**

## STOCK AND ASSET PURCHASE AGREEMENT

**STOCK AND ASSET PURCHASE AGREEMENT** (the "Agreement"), dated as of January 15, 2004, by and among School Specialty, Inc., a Wisconsin corporation ("SSI"), Living and Learning, Ltd., a United Kingdom corporation a wholly-owned foreign subsidiary of SSI ("Living & Learning") (SSI and Living & Learning collectively, "Purchaser"), on the one hand, and The McGraw-Hill Companies, Inc., a New York corporation ("McGraw-Hill") and McGraw-Hill International (U.K.) Ltd., a United Kingdom corporation and an indirect wholly owned subsidiary of McGraw-Hill ("McGraw-Hill UK"), on the other hand (McGraw-Hill and McGraw-Hill UK are sometimes referred to herein in the singular as the "Seller" and collectively as the "Sellers").

### RECITALS

WHEREAS, McGraw-Hill is engaged: (i) in the business of publishing and distributing to the Retail Trade Distribution Channel, Education Dealer Cataloguers Channel and Retail Education Dealer Channel (as defined in Section 5.12 herein) pre-school through grade 8 supplemental education materials (including children literature titles, books, workbooks, student reference titles, non-fiction readers and teacher resource books) under trademarks including Instructional Fair, Frank Schaffer, Judy Instructo, American Education Publishing, Ideal, Spectrum, Brighter Child, LDA and Living & Learning for the following disciplines: reading, language arts and writing, phonics, social studies, science and math; and (ii) a related business of producing manipulatives and educational games, including the Judy Instructo Clock (collectively, the "Acquired Business");

WHEREAS, McGraw-Hill owns (i) 3,136 shares of Common Stock, without par value and (ii) 3,136 shares of Class B Common Stock, without par value, of Landoll, Inc., an Ohio corporation, (the "Company") constituting all of the issued and outstanding shares of capital stock of the Company (the "Shares");

WHEREAS, McGraw-Hill directly and through the Company owns, leases or licenses all properties and assets, including related goodwill, relating solely and exclusively to the Acquired Business in the United States (the "U.S. Assets");

WHEREAS, McGraw-Hill UK operates the Acquired Business in United Kingdom and owns, leases or licenses all of the properties and assets, including related goodwill, relating solely and exclusively to that business in such country (the "UK Assets");

WHEREAS, the U.S. Assets and UK Assets are listed on Exhibit A (the assets listed on Exhibit A are collectively referred to as the "Assets");

WHEREAS, McGraw-Hill UK and McGraw-Hill as the Seller of Assets are sometimes referred to herein in the singular as "Asset Seller" and collectively as the "Asset Sellers";

WHEREAS, the Acquired Business is comprised of the Shares and the Assets;

WHEREAS, Sellers desire to sell to Purchaser, and Purchaser desires to purchase from Sellers, the Shares and Assets and to assume the Liabilities, as defined below, in connection with the Acquired Business for the consideration set forth below, subject to the terms and conditions of this Agreement;

WHEREAS, Sellers and Purchaser desire to make certain representations, warranties, covenants and agreements in connection with this Agreement;

WHEREAS, simultaneously with the closing of the purchase of the Shares and Assets, the parties will enter into the Ancillary Agreements (as defined herein); and

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS; INTERPRETATION

1.1 Defined Terms. For the purposes of this Agreement, the following terms shall have the following meanings, unless the context requires otherwise:

“Acquired Business Material Adverse Effect” shall mean a material adverse change in the business, results of operations or financial condition of the Acquired Business; provided, however, that no effect arising out of or resulting from any of the following shall be deemed by itself or by themselves, either alone or in combination, to constitute an Acquired Business Material Adverse Effect: (i) conditions affecting the children’s educational publishing industry as a whole; (ii) conditions affecting the general economy (including prevailing interest rate levels); (iii) conditions caused by acts of terrorism or war (whether or not declared); or (iv) any matter, circumstance or action contemplated by the parties in connection with, or which is attributable to, the announcement of this Agreement and the transactions contemplated hereby.

“Action” shall mean any action, claim, suit, litigation, proceeding, or governmental investigation.

“Affiliate” shall mean, with respect to any Person, any other Person that directly, or through one or more intermediaries, controls or is controlled by or is under common control with such Person.

“Ancillary Agreements” shall mean a Transition Services Agreement, a License Agreement, the Assumption Agreement, the Bill of Sale and certain other agreements to be entered into between Purchaser and Sellers on the Closing Date.

“Antitrust Laws” shall mean any antitrust or trade regulatory laws of any Governmental Entity.

“Business Day” shall mean any day on which banks are generally open to conduct business in New York, New York.

(b) For the purposes hereof, (1) words in the singular shall be held to include the plural and *vice versa* and words of one gender shall be held to include the other gender as the context requires, (2) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all of the Exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph and Exhibit references are to the Articles, Sections, paragraphs and Exhibits to this Agreement unless otherwise specified, (3) the word "including" and words of similar import when used in this Agreement shall mean "including without limitation" unless the context otherwise requires or unless otherwise specified, (4) the word "or" shall not be exclusive, (5) provisions shall apply, when appropriate, to successive events and transactions, (6) the phrase "ordinary course of business" or "normal course" or any similar phrase shall mean "ordinary course of business consistent with past practice" unless the context requires otherwise or unless otherwise specified, and (7) all references to any period of days shall be deemed to be to the relevant number of calendar days unless otherwise specified.

(c) This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

1.4 Headings; Definitions. The section and article headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement. All references to Sections or Articles contained herein mean Sections or Articles of this Agreement unless otherwise stated. All capitalized terms defined herein are equally applicable to both the singular and plural forms of such terms. The UK Asset Schedule shall for all purposes form part of this Agreement and any reference in this Agreement to a clause, or sub-clause is to a clause, or sub-clause of the UK Asset Schedule.

1.5 Variations in Pronouns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, single or plural, as the context may require.

## ARTICLE II

### PURCHASE AND SALE OF THE SHARES AND ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase of the Shares and Assets from Sellers. Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated hereby (the "Closing"), Sellers shall sell, transfer, convey, assign and deliver to Purchaser, and Purchaser shall purchase and acquire from Sellers: (i) the Shares and (ii) Sellers' rights, title and interest in and to the Assets, in each case free and clear of all Liens except Permitted Encumbrances.

2.2 Excluded Assets. Anything herein to the contrary notwithstanding, the Assets and the Acquired Business do not include: (i) any rights (including as a trade name, trademark, corporate name, domain name or otherwise) with respect to the following: "McGraw-Hill", "The McGraw-Hill Companies", "MH", the additional trademarks listed on Exhibit 2.2(i) and similar names or trademarks; (ii) (x) any cash or cash equivalents and (y) any uncashed or outstanding checks payable to the Company or any Seller with respect to the Acquired Business as long as such uncashed or outstanding

Scott L. Bennett, Esq.  
Senior Vice President, Secretary and  
Associate General Counsel  
The McGraw-Hill Companies, Inc.  
1221 Avenue of the Americas  
New York, New York 10020  
Fax: (212) 512-3997

(b) If to Purchaser:

David Vander Zanden, President  
School Specialty, Inc.  
W3616 Design Drive  
Greenville, WI 54942  
Fax: (920) 882-5863

with a copy to:

Joseph F. Franzoi IV  
Franzoi & Franzoi, S.C.  
514 Racine Street  
Menasha, WI 54952  
Fax: (920) 725-0998

11.6 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto will assign its rights or delegate any or all of its obligations under this Agreement without the express prior written consent of each other party hereto.

11.7 Third Party Beneficiaries. This Agreement is not intended to confer upon any Person not a party hereto (and their successors and assigns) any rights or remedies hereunder.

11.8 Amendments and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the party against whom enforcement of any such modification or amendment is sought. Either party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Agreement on the part of such other party hereto to be performed or complied with. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

11.9 Specific Performance. The parties hereto agree that irreparable damage would occur in the event that any party fails to consummate the transactions contemplated hereby in accordance with the terms of this Agreement and that the parties shall be entitled to specific performance in such event, in addition to any other remedy or law at in equity.

**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day first above written.

**THE McGRAW-HILL COMPANIES, INC.**

By: Henry Hirschberg  
Name: Henry Hirschberg  
Title: President, McGraw-Hill Education

**McGRAW-HILL INTERNATIONAL (U.K.) LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHOOL SPECIALTY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIVING AND LEARNING, LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day first above written.

**THE McGRAW-HILL COMPANIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**McGRAW-HILL INTERNATIONAL (U.K.) LTD.**

By: Paul Jenkins  
Name: PAUL JENKINSON  
Title: Vice President, Human Resources Director

**SCHOOL SPECIALTY, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, this Agreement has been signed by or on behalf of each of the parties as of the day first above written.

**THE MCGRAW-HILL COMPANIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MCGRAW-HILL INTERNATIONAL (U.K.) LTD.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHOOL SPECIALTY, INC.**

By: Mary M Kabacinski  
Name: MARY M. KABACINSKI  
Title: EVP & CFO

**LIVING AND LEARNING, LTD.**

By: Mary M Kabacinski  
Name: MARY M. KABACINSKI  
Title: VP & TREASURER

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