

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of July 2006 Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		01/22/2008	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	School Specialty, Inc.		
Street Address:	P.O. Box 1579		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54913		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3060867	SUNBURST VISUAL MEDIA	
Registration Number:	3056152	SUNBURST VISUAL MEDIA	
Registration Number:	3114958	TEACHER'S MEDIA COMPANY	
Registration Number:	3143101	CURRICULUM CLIPS	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-273-3500		
Email:	nakees@gklaw.com		
Correspondent Name:	Nicholas A. Kees; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	009316-0657		
NAME OF SUBMITTER:	Nicholas A. Kees		

CH \$115.00 3060867

Signature:

/Nicholas A. Kees/

Date:

06/09/2008

Total Attachments: 2

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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of January 22nd, 2008, is made by Bank of America, N.A., as Collateral Agent (the "Secured Party").

WHEREAS, School Specialty, Inc. (the "Grantor") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("Trademarks");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on July 31, 2006 at Reel 3358 and Frame 0849; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party by the Grantor in the following Trademarks:

1. the Trademarks identified on Schedule A attached hereto;
2. the goodwill of the business connected with the use of, and symbolized by, each Trademark identified on Schedule A; and
3. the products and proceeds of the Trademarks identified on Schedule A, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Collateral Agent

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

Schedule A

**School Specialty, Inc.
(Wisconsin Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
SUNBURST VISUAL MEDIA and Design	3060867	02/21/06
SUNBURST VISUAL MEDIA and Design	3056152	01/31/06
TEACHER'S MEDIA COMPANY	3114958	07/11/06
CURRICULUM CLIPS	3143101	09/12/06