

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delta Education, LLC		05/22/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance, LLC, as Agent		
Street Address:	111 S. Wacker Drive, Suite 3000		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 42			
Property Type	Number	Word Mark	
Registration Number:	2343563	BASE TEN FRIES	
Registration Number:	1907146	BECAUSE CHILDREN LEARN BY DOING	
Registration Number:	2368405	DECIMAL DOG	
Registration Number:	2837853	DECIMAL DOG	
Registration Number:	2923833	DELTA CIRCUITWORKS	
Registration Number:	2812356	DELTA EDUCATION	
Registration Number:	2374672	DELTA EDUCATION & DESIGN	
Registration Number:	2343043	DELTA EDUCATION	
Registration Number:	3797720	DELTA EDUCATION	
Registration Number:	1783147	DELTA EDUCATION SCIS 3	
Registration Number:	3706026	DELTA SCIENCE CONTENT READERS	
Registration Number:	3063278	DELTA SCIENCE FIRST READERS	
Registration Number:	2844301	DELTA SCIENCE MODULE	
Registration Number:	3229760	DELTA SCIENCE READERS	

TRADEMARK

Registration Number:	3835810	DELTA SCIENCE RESOURCE SERVICE
Registration Number:	2458617	DIAL-A-DIGIT
Registration Number:	2458616	DIAL-A-DOLLAR
Registration Number:	2462810	DIAL-A-FRACTION
Registration Number:	2509886	DIAL-A-PATTERN
Registration Number:	2456424	DIAL-A-TIME
Registration Number:	2509888	DIAL-A-TRIAL
Registration Number:	2509887	DIAL-A-VOLUME
Registration Number:	3100515	DOTCAR
Serial Number:	85352961	DSM THIRD EDITION
Registration Number:	1877608	FAST FOOD FOR THOUGHT
Registration Number:	2755799	FRACTION BURGER
Registration Number:	2462811	FRACTIONOES
Registration Number:	3010435	GETTING STARTED WITH MANIPULATIVES
Registration Number:	3475563	HEXAGONOES
Registration Number:	4109628	INQUIRY INVESTIGATIONS
Registration Number:	2458341	MATH IN A NUTSHELL
Registration Number:	2605461	MATH TUNE-UPS
Registration Number:	2552466	NEO/BLOOD
Registration Number:	2460125	NEO/LAB
Registration Number:	2451571	NEO/RESOURCE
Registration Number:	3696397	NEO/SCI
Registration Number:	2451570	NEO/SLIDE
Registration Number:	2370886	SCIENCE IN A NUTSHELL
Registration Number:	2502701	SCIENCE VIEW
Registration Number:	2599179	DIAL-A-SHAPE
Registration Number:	2599178	DIAL-A-VARIABLE
Registration Number:	2048906	S.P.I.R.E.

**CORRESPONDENCE DATA**

Fax Number: 3128637806

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 312-863-7198

Email: nancy.brougher@goldbergkohn.com

Correspondent Name: Nancy Brougher

Address Line 1: Goldberg Kohn Ltd.

**TRADEMARK**  
**REEL: 004790 FRAME: 0556**

Address Line 2: 55 East Monroe Street, Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.308
NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	05/29/2012

Total Attachments: 8  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 22nd day of May, 2012, by the Grantor identified on the signature page hereof ("Grantor"), and WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among School Specialty, Inc., a Wisconsin corporation ("Parent"), ClassroomDirect.com, LLC, a Delaware limited liability company ("ClassroomDirect"), Sportime, LLC, a Delaware limited liability company ("Sportime"), Delta Education, LLC, a Delaware limited liability company ("Delta Education"), Premier Agendas, Inc., a Washington corporation ("Premier Agendas"), Childcraft Education Corp., a New York corporation ("Childcraft"), Bird-in-Hand Woodworks, Inc., a New Jersey corporation ("Bird-in-Hand"), Califone International, Inc., a Delaware corporation ("Califone"; together with Parent, ClassroomDirect, Sportime, Delta Education, Premier Agendas, Childcraft and Bird-in-Hand, the "Borrowers" and each a "Borrowers"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a "Lender"), WFCF and General Electric Capital Corporation, a Delaware corporation, as co-collateral agents (the "Co-Collateral Agents" and each a "Co-Collateral Agent"), and WFCF and GE Capital Markets, Inc., as co-lead arrangers and joint book runners, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of May 22, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply

thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**DELTA EDUCATION, LLC**

By: 

Name: David N. Alexander Hoeg

Title: Treasurer

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004790 FRAME: 0561**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTOR:**

**DELTA EDUCATION, LLC**

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC, a  
Delaware limited liability company**

By: Chris Hedman  
Name: Chris Hedman  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 004790 FRAME: 0562**



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Delta Education, LLC**

**United States**

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
BASE TEN FRIES	2343563		18-Apr-2000	
BECAUSE CHILDREN LEARN BY DOING	1907146		25-Jul-1995	
DECIMAL DOG	2368405		18-Jul-2000	
DECIMAL DOG	2837853		04-May-2004	
DELTA CIRCUITWORKS	2923833		01-Feb-2005	
DELTA EDUCATION	2812356		10-Feb-2004	
DELTA EDUCATION & Design	2374672		08-Aug-2000	
DELTA EDUCATION & Design	2343043		18-Apr-2000	
DELTA EDUCATION & Design	3797720	78/949,706	01-Jun-2010	10-Aug-2006
DELTA EDUCATION SCIS 3 & Design	1783147		20-Jul-1993	
DELTA SCIENCE CONTENT READERS	3706026	77/374,898	03-Nov-2009	18-Jan-2008
DELTA SCIENCE FIRST READERS	3063278	78/579,490	28-Feb-2006	03-Mar-2005
DELTA SCIENCE MODULE	2844301		25-May-2004	
DELTA SCIENCE READERS	3229760	78/909,268	17-Apr-2007	15-Jun-2006
DELTA SCIENCE RESOURCE SERVICE	3835810	77/624,467	17-Aug-2010	02-Dec-2008
DIAL-A-DIGIT	2458617		05-Jun-2001	
DIAL-A-DOLLAR	2458616		05-Jun-2001	
DIAL-A-FRACTION	2462810		19-Jun-2001	
DIAL-A-PATTERN	2509886		20-Nov-2001	
DIAL-A-TIME	2456424		29-May-2001	

Mark	Reg. No.	App. No.	Reg. Date	Filing Date
DIAL-A-TRIAL	2509888		20-Nov-2001	
DIAL-A-VOLUME	2509887		20-Nov-2001	
DOTCAR	3100515	78/628,430	06-Jun-2006	12-May-2005
DSM THIRD EDITION		85/352,961		22-Jun-2011
FAST FOOD FOR THOUGHT	1877608		07-Feb-1995	
FRACTION BURGER	2755799		26-Aug-2003	
FRACTIONOES	2462811		19-Jun-2001	
GETTING STARTED WITH MANIPULATIVES (Stylized)	3010435	76/613,053	01-Nov-2005	20-Sep-2004
HEXAGONOES	3475563	77/339,063	29-Jul-2008	28-Nov-2007
INQUIRY INVESTIGATIONS	4109628	85/078,862	06-Mar-2012	06-Jul-2010
MATH IN A NUTSHELL	2458341		05-Jun-2001	
MATH TUNE-UPS	2605461		06-Aug-2002	
NEO/BLOOD	2552466		26-Mar-2002	
NEO/LAB	2460125		12-Jun-2001	
NEO/RESOURCE	2451571		15-May-2001	
NEO/SCI	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	2451570		15-May-2001	
SCIENCE IN A NUTSHELL	2370886		25-Jul-2000	
SCIENCE VIEW	2502701		30-Oct-2001	
DIAL-A-SHAPE	2599179		23-Jul-2002	
DIAL-A-VARIABLE	2599178		23-Jul-2002	
S.P.I.R.E. (SPIRE)	2048906		01-Apr-1997	

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Delta Education, LLC**

**Canada**

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
DELTA EDUCATION & Design	TMA733131	1334846	26-Jan-2009	02-Jun-2008
DELTA SCIENCE READERS	TMA746955	1319222	03-Sep-2009	06-Oct-2006
INQUIRY INVESTIGATIONS & Design		1508615		20-Dec-2010
DOTCAR	TMA698601			16-Oct-2007