

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ClassroomDirect.com, LLC		06/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2795089	CLASSROOM DIRECT	
Registration Number:	3685902	CLASSROOMDIRECT.COM	
Registration Number:	1793996	RE-PRINT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2023704761		
Email:	tfahey@nationalcorp.com		
Correspondent Name:	Thomas Fahey		
Address Line 1:	1025 Vermont Avenue NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	F145115		

OP \$90.00 2795089

NAME OF SUBMITTER:	Katherine Stewart
Signature:	/Katherine Stewart/
Date:	06/18/2013
<b>Total Attachments: 5</b> source=SSI - TL - Trademark Security Agreement - ClassroomDirect.com (Executed Version)#page2.tif source=SSI - TL - Trademark Security Agreement - ClassroomDirect.com (Executed Version)#page3.tif source=SSI - TL - Trademark Security Agreement - ClassroomDirect.com (Executed Version)#page4.tif source=SSI - TL - Trademark Security Agreement - ClassroomDirect.com (Executed Version)#page5.tif source=SSI - TL - Trademark Security Agreement - ClassroomDirect.com (Executed Version)#page6.tif	

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS****(Trademarks, Trademark Registrations and Trademark Applications)**

June 11, 2013

WHEREAS, ClassroomDirect.com, LLC, a Delaware limited liability corporation (herein referred to as the “**Grantor**”) owns the Trademark Collateral (as defined below);

WHEREAS, School Specialty, Inc. (the “**Company**”), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively, the “**Borrowers**”), the other Guarantors party thereto, the Lenders party thereto, and Credit Suisse AG, as Collateral Agent, are parties to a Credit Agreement dated as of June 11, 2013 (as amended from time to time, the “**Credit Agreement**”); and

WHEREAS, pursuant to (i) a Guarantee and Collateral Agreement dated as of June 11, 2013 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Borrowers, the Guarantors party thereto and Credit Suisse AG, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Notice of Grant of Security Interest in Trademarks), the Grantor has secured certain of its Obligations (the “**Secured Obligations**”) and guaranteed certain obligations of the Borrowers and the other Guarantors, as applicable, and secured such guarantee (the “**Grantor’s Secured Guarantee**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Grantee, to secure its Secured Obligations, including its Obligations under the Grantor’s Secured Guarantee, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or

infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto); *provided* that no security interest shall be granted in any United States intent-to-use Trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement, and is expressly subject to the terms and conditions thereof. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein and which shall override the terms hereof in the event of a conflict.

This Notice of Grant of Security Interest in Trademarks has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (and any successor office).

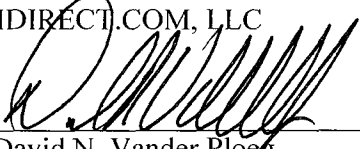
This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

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IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademarks to be duly executed by its officer thereunto duly authorized as of the date first written above.

CLASSROOMDIRECT.COM, LLC


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


  
Name: David N. Vander Ploeg  
Title: Vice President & Treasurer

[Notice of Grant of Security Interest in Trademarks]

Acknowledged:

CREDIT SUISSE AG,  
CAYMAN ISLANDS BRANCH,  
as Collateral Agent

By:   
Name: William O'Daly  
Title: Authorized Signatory

By:   
Name: Philipp Horat  
Title: Authorized Signatory

**Schedule 1  
to Notice of Grant  
Security Interest in Trademarks**

**CLASSROOMDIRECT.COM, LLC**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Bus. Unit / Owner</b>	<b>Status</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089	75606640	16-Dec-2003	12-Sept-1998
CLASSROOMDIRECT.COM	Classroom Direct.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
RE-PRINT	Classroom Direct.com LLC	Registered	1793996	74/338,876	21-Sep-1993	10-Dec-1992

**U.S. TRADEMARK APPLICATIONS**

None.