

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
Califone International, Inc.		06/11/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 South LaSalle Street
Internal Address:	4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4091042	610
Registration Number:	4222827	AV2
Registration Number:	4137682	CALIFONE
Registration Number:	2130349	CALIFONE
Registration Number:	1186512	CALIFONE
Registration Number:	582612	CALIFONE
Registration Number:	4091043	DISCOVERY
Registration Number:	4091044	EXPLORER
Registration Number:	3755877	GOT IT!
Registration Number:	4250966	HUSH BUDDY
Registration Number:	4287561	ODYSSEY

CORRESPONDENCE DATA

Fax Number: 9177777373

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

Phone: 212-735-3000
Email: andrew.patrick@skadden.com
Correspondent Name: Skadden Arps Slate Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: John Deming, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	401180/356
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	06/27/2013

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations and Trademark Applications)

June 11, 2013

WHEREAS, Califone International, Inc., a Delaware 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 Bank of America, N.A., as Agent, are parties to a Loan 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 Bank of America, N.A., as 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).

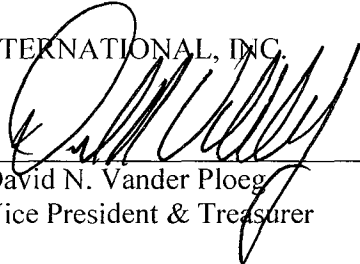
This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

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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.

CALIFONE INTERNATIONAL, INC.

By: _____


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

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005057 FRAME: 0806

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By:
Name: Jason Riley
Title: SVP

[Notice of Grant of Security Interest in Trademarks]

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

CALIFONE INTERNATIONAL, INC.

U.S. TRADEMARK REGISTRATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
610	Califone International, Inc.	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
AV2	Califone International, Inc.	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
CALIFONE	Califone International, Inc.	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, Inc.	Registered	2130349		20-Jan-1998	
CALIFONE	Califone International, Inc.	Registered	1186512		19-Jan-1982	
CALIFONE & Design	Califone International, Inc.	Registered	582612		24-Nov-1953	
DISCOVERY	Califone International, Inc.	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
EXPLORER	Califone International, Inc.	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
GOT IT!	Califone International, Inc.	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
HUSH BUDDY	Califone International, Inc.	Registered	4250966	85/389,616	27-Nov-2012	04-Aug-2011
ODYSSEY	Califone International, Inc.	Registered	4287561	85/354,383	12-Feb-2013	23-Jun-2011

U.S. TRADEMARK APPLICATIONS

None.