

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
Delta Education, LLC		06/11/2013	LIMITED LIABILITY COMPANY: 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: 39

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

CH \$990.00 2343563

Registration Number:	3229760	DELTA SCIENCE READERS
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
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:	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:	1863200	SOFT TOUCH FONICS
Serial Number:	85352961	DSM THIRD EDITION

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

	401180/356
NAME OF SUBMITTER:	John Deming
Signature:	/John Deming/
Date:	06/27/2013
Total Attachments: 7 source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page1.tif source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page2.tif source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page3.tif source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page4.tif source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page5.tif source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page6.tif source=SSI - ABL - Trademark Security Agreement - Delta (Executed Version) (2)#page7.tif	

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

(Trademarks, Trademark Registrations and Trademark Applications)

June 11, 2013

WHEREAS, Delta Education, 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 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).

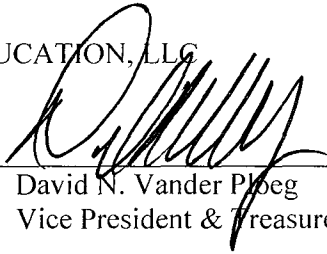
This Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

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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.

DELTA EDUCATION, LLC

By: _____


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

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005057 FRAME: 0953

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: *Jim My*
Name: Jason Risley
Title: SVP

[Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 005057 FRAME: 0954

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

DELTA EDUCATION, LLC

U.S. TRADEMARK REGISTRATIONS

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

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888		20-Nov-2001	
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887		20-Nov-2001	
DOTCAR	Delta Education, LLC	Registered	3100515	78/628,430	06-Jun-2006	12-May-2005
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608		07-Feb-1995	
FRACTION BURGER	Delta Education, LLC	Registered	2755799		26-Aug-2003	
FRACTIONOES	Delta Education, LLC	Registered	2462811		19-Jun-2001	
GETTING STARTED WITH MANIPULATIVES (Stylized)	Delta Education, LLC	Registered	3010435	76/613,053	01-Nov-2005	20-Sep-2004
HEXAGONOES	Delta Education, LLC	Registered	3475563	77/339,063	29-Jul-2008	28-Nov-2007
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109628	85/078,862	06-Mar-2012	06-Jul-2010
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341		05-Jun-2001	
NEO/BLOOD	Delta Education, LLC	Registered	2552466		26-Mar-2002	
NEO/LAB	Delta Education, LLC	Registered	2460125		12-Jun-2001	
NEO/RESOURCE	Delta Education, LLC	Registered	2451571		15-May-2001	
NEO/SCI	Delta Education, LLC	Registered	3696397	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570		15-May-2001	
SCIENCE IN A NUTSHELL	Delta Education, LLC	Registered	2370886		25-Jul-2000	
SCIENCE VIEW	Delta Education, LLC	Registered	2502701		30-Oct-2001	
SOFT TOUCH FONICS	Delta Education, LLC	Registered	1863200	74/385,972	15-Nov-1994	04-May-1993

U.S. TRADEMARK APPLICATIONS

Mark	Bus. Unit / Owner	Status	Reg. No.	App. No.	Reg. Date	Filing Date
DSM THIRD EDITION	Delta Education, LLC	Pending		85/352,961		22-Jun-2011