

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327730

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplemental Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SSI Guardian, LLC		12/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86467471	GUARDIAN	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F153296		
NAME OF SUBMITTER:	Chelsea Rodstrom		
SIGNATURE:	/Chelsea Rodstrom/		
DATE SIGNED:	12/31/2014		
Total Attachments: 5			
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**SUPPLEMENTAL NOTICE OF GRANT OF SECURITY INTEREST IN
TRADEMARKS**

**(Trademarks, Trademark Registrations, Trademark
Applications and Trademark Licenses)**

December 30, 2014

WHEREAS, SSI Guardian, LLC, a Delaware limited liability company having a mailing address of 1209 Orange Street, Wilmington, DE 19801 (herein referred to as the "**Grantor**") owns, or in the case of licenses is a party to, 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, restated, supplemented or otherwise modified 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, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Security Agreement) among the Borrowers, the Guarantors 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 Supplemental 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);

WHEREAS, Grantor became a party to the Security Agreement as a Guarantor and Grantor thereunder pursuant to that certain security agreement supplement dated as of December [], 2014 between the Grantor and CREDIT SUISSE AG, as Collateral Agent; and

WHEREAS, the Security Agreement requires that Intellectual Property Notices be executed and submitted for recordation by Grantor, with respect to Recordable Intellectual Property acquired by Grantor subsequent to the execution and delivery to Agent of any prior Intellectual Property Notices, and Grantor has acquired certain Trademark registrations and applications and included them on Schedule 1 hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms and 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 Supplemental 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).

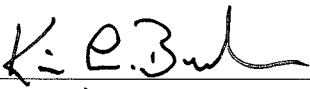
This Supplemental Notice of Grant of Security Interest in Trademarks may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one original.

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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 member thereunto duly authorized as of the date first written above.

SSI GUARDIAN, LLC

By: School Specialty, Inc., its sole member

By: 
Name: Kevin L. Baskin
Title: CAO

Acknowledged:

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Collateral Agent

By:  _____

Name: Bill O'Daly
Title: Authorized Signatory

By:  _____

Name: Sean MacGregor
Title: Authorized Signatory

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

SSI GUARDIAN, LLC

U.S. TRADEMARK REGISTRATIONS

None.

U.S. TRADEMARK APPLICATIONS

Mark	App. No.	Filing Date
GUARDIAN	86/467,471	12/01/2014