

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthy Kids Challenge Foundation		02/02/2016	not for profit corporation: KANSAS
RECEIVING PARTY DATA			
Name:	School Specialty, Inc.		
Street Address:	P.O. Box 1579		
City:	Appleton		
State/Country:	WISCONSIN		
Postal Code:	54912-1579		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3875990	HEALTHY KIDS CHALLENGE	
Registration Number:	3863188	HEALTHY KIDS CHALLENGE	
CORRESPONDENCE DATA			
Fax Number:	4142735198		
<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:	414-273-3500		
Email:	nakees@gklaw.com		
Correspondent Name:	Nicholas A. Kees; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	009316-1039		
NAME OF SUBMITTER:	Nicholas A. Kees		
SIGNATURE:	/Nicholas A. Kees/		
DATE SIGNED:	02/12/2016		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered effective on February 2, 2016, by and between HEALTHY KIDS CHALLENGE FOUNDATION, a Kansas not for profit corporation (hereinafter "Assignor") and SCHOOL SPECIALTY, INC., a Delaware corporation (hereinafter "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the trademarks set forth on Schedule A, attached hereto, and of all of the goodwill of the business appurtenant thereto (collectively the "Trademarks");

WHEREAS, under the terms of an Asset Purchase Agreement on even date herewith by and between Assignor and Assignee (the "APA"), Assignor has agreed to transfer the Trademarks to Assignee; and

In consideration of the good and valuable consideration furnished by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the APA, Assignor and Assignee, intending to be legally bound, hereby covenant and agree as follows:

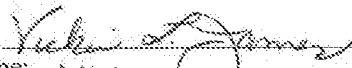
1. Assignor hereby assigns, transfers and conveys unto the Assignee Assignor's entire right, title and interest in and to the Trademarks and in and to all of the goodwill appurtenant thereto, together with all claims for damages by reason of infringement of same, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor, for itself and its successors and assigns, hereby covenants and agrees that at any time and from time to time forthwith upon the reasonable request of the Assignee, and at Assignee's cost, Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, all such further acts, deeds, instruments, transfers and assurances as may be reasonably required by the Assignee in order to assign, transfer, set over and convey unto, and vest in, the Assignee, its respective successors and assigns, the Trademarks, and to put the Assignee in actual possession and operating control thereof, free and clear of all liens, and to assist the Assignee in exercising all rights with respect thereto and to assure the Assignee of the full benefits thereof.

This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee. This Trademark Assignment shall not confer any rights or remedies upon any person other than the parties hereto, and their respective successors and assigns.

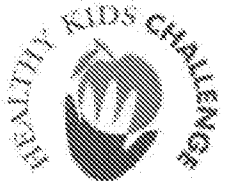
IN WITNESS WHEREOF, the Assignor has executed this Trademark Assignment as of the date first above written.

HEALTHY KIDS CHALLENGE FOUNDATION

By: 
Name: Vickie L. James
Title: Executive Director

Schedule A

United States Trademark Registrations

Mark	Registration No.	Registration Date	Goods/Services
	3,875,990	November 16, 2010	Packaged kits comprising printed instructional, educational, and teaching materials for educational activities in the field of nutrition and physical activity; Educational services, namely, providing workshops and training services in the field of nutrition and physical activity
HEALTHY KIDS CHALLENGE	3,863,188	October 19, 2010	Packaged kits comprising printed instructional, educational, and teaching materials for educational activities in the field of nutrition and physical activity; Educational services, namely, providing workshops and training services in the field of nutrition and physical activity

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