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| TRADEMARK ASSIGNMENT COVER SHEET |
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Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM440190

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------|----------|----------------|--|
| Triumph Learning, LLC | | 08/18/2017 | Limited Liability Company: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|------------------------|
| Name: | School Specialty, Inc. |
| Street Address: | W6316 Design Drive |
| City: | Greenville |
| State/Country: | WISCONSIN |
| Postal Code: | 54942 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 23

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 2196072 | BLAST OFF! |
| Registration Number: | 4520044 | BOOK JAM |
| Registration Number: | 3594544 | BUCKLE DOWN |
| Registration Number: | 4043731 | BUCKLE DOWN ONLINE |
| Registration Number: | 2198626 | BUCKLE DOWN! |
| Registration Number: | 4219846 | COACH |
| Registration Number: | 4219847 | COACH |
| Registration Number: | 4219848 | COACH AMERICA'S BEST FOR STUDENT SUCCESS |
| Registration Number: | 3028965 | |
| Serial Number: | 86963224 | COACH DIGITAL |
| Serial Number: | 86442439 | COACH PD |
| Registration Number: | 4796306 | |
| Registration Number: | 4813465 | GET COACH |
| Registration Number: | 4649990 | GET WAGGLE |
| Registration Number: | 4498239 | KIDSTART |
| Registration Number: | 3265019 | LADDERS TO SUCCESS |
| Registration Number: | 4054805 | OPTIONS |
| Registration Number: | 4493751 | PLUGGED IN TO READING |
| Registration Number: | 3281271 | PLUGGED IN TO READING |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------|
| Registration Number: | 2211140 | SHARPEN UP! |
| Registration Number: | 2707945 | TRIUMPH LEARNING |
| Registration Number: | 4473765 | TO TRIUMPH ONLINE |
| Registration Number: | 4893535 | WAGGLE |

CORRESPONDENCE DATA

Fax Number: 4142735198

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.

Phone: 414-273-3500

Email: nakees@gklaw.com

Correspondent Name: Nicholas A. Kees; Godfrey & Kahn, S.C.

Address Line 1: 833 East Michigan Street, Suite 1800

Address Line 4: Milwaukee, WISCONSIN 53202-5615

| | |
|--------------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 009316-1102 |
| NAME OF SUBMITTER: | Nicholas A. Kees |
| SIGNATURE: | /Nicholas A. Kees/ |
| DATE SIGNED: | 08/22/2017 |

Total Attachments: 5

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Assignment of Trademarks

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of August 18, 2017, is made by and between Triumph Learning, LLC, a Delaware limited liability company, having an address of 136 Madison Avenue, New York, New York 10016 (hereafter "Assignor"), and School Specialty, Inc., a Delaware corporation, having an address of W6316 Design Drive, Greenville, Wisconsin 54942 (hereafter "Assignee").

WHEREAS, Assignor is the owner of the registered trademarks set forth on Schedule A attached hereto (hereafter the "Marks"); and

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer and assign to Assignee all right, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks throughout the world; Assignee being a successor to the portions of the business of Assignor to which the Marks pertain and which business is ongoing and existing.

NOW, THEREFORE, in consideration of the foregoing, the covenants set forth herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee, its successors, assigns and legal representatives, its entire right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks throughout the world;

Assignor also assigns unto Assignee all equitable and legal claims for damages by reason of infringement prior to the assignment date of the Marks throughout the world, with the right to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives.

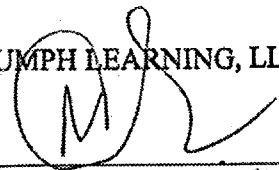
This Assignment and the Purchase Agreement constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing expressed in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor or Assignee under the Purchase Agreement (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Purchase Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective authorized officers, as of the date first written above.

TRIUMPH LEARNING, LLC

By: 
Name: MANSH MOHTA
Title: CFO/COO

SCHOOL SPECIALTY, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective authorized officers, as of the date first written above.

TRIUMPH LEARNING, LLC

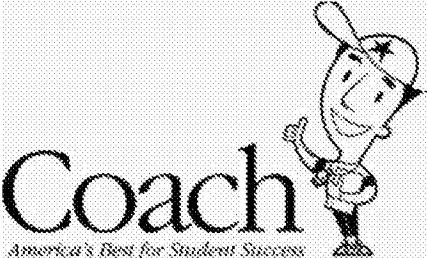
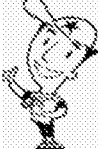



By: _____
Name:
Title:

SCHOOL SPECIALTY, INC.

By:  _____
Ryan Bohr, Executive Vice President and Chief
Operating Officer

SCHEDULE A

Marks

| MARK | SERIAL NO./REG. NO. | FILING DATE/REG. DATE |
|---|---------------------------|-----------------------------|
| BLAST OFF! | 2,196,072 | 10/13/1998 |
| BOOK JAM | 4,520,044 | 04/29/2014 |
| BUCKLE DOWN | 3,594,544 | 03/24/2009 |
| BUCKLE DOWN ONLINE | 4,043,731 | 10/25/2011 |
| BUCKLE DOWN! | 2,198,626 | 10/20/1998 |
| COACH | 4,219,846 | 10/09/2012 |
| COACH | 4,219,847 | 10/09/2012 |
| COACH AMERICA'S BEST FOR STUDENT SUCCESS LOGO  | 4,219,848 | 10/09/2012 |
| COACH DESIGN ONLY LOGO  | 3,028,965 | 12/13/2005 |
| COACH DIGITAL | 86/963,224 | 04/04/2016 |
| COACH PD | 86/442,439 | 11/03/2014 |
| FLYING PIG DESIGN ONLY LOGO  | 4,796,306 | 08/18/2015 |
| GET COACH | 4,813,465 | 09/15/2015 |
| GET WAGGLE | 4,649,990 | 12/02/1014 |
| KIDSTART | 4,498,239 | 03/18/2014 |
| LADDERS TO SUCCESS | 3,265,019 | 07/17/2007 |
| OPTIONS | 4,054,805 | 11/15/2011 |
| PLUGGED IN TO READING | 4,493,751 | 03/11/2014 |
| PLUGGED IN TO READING LOGO  | 3,281,271 | 08/21/2007 |
| SHARPEN UP! | 2,211,140 | 12/15/1998 |
| TRIUMPH LEARNING | 2,707,945 | 04/15/2003 |
| TRIUMPH ONLINE LOGO  | 4,473,765 | 01/28/2014 |
| WAGGLE | 4,893,535 | 01/26/2016 |