

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM472156

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
School Specialty, Inc.		03/16/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PV Waggle, LLC		
<b>Street Address:</b>	700 Canal Street		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06920		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4796306		
<b>Registration Number:</b>	4649990	GET WAGGLE	
<b>Registration Number:</b>	4893535	WAGGLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2014419435		
<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>			
<b>Phone:</b>	201-441-9056		
<b>Email:</b>	rfineman@hdrbb.com		
<b>Correspondent Name:</b>	Paul S. Doherty, III, Esq.		
<b>Address Line 1:</b>	65 Route 4 East		
<b>Address Line 2:</b>	Hartmann Doherty Rosa Berman & Bulbulia		
<b>Address Line 4:</b>	River Edge, NEW JERSEY 07661		
<b>NAME OF SUBMITTER:</b>	Paul S. Doherty, III		
<b>SIGNATURE:</b>	/Paul S. Doherty, III/		
<b>DATE SIGNED:</b>	05/01/2018		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (“this Assignment”), effective as of March 16, 2018, is made by and between School Specialty, Inc., a Delaware corporation, having an address of W6316 Design Drive, Greenville, Wisconsin 54942 (hereafter “Assignor”), and PV Waggle, LLC, a Delaware limited liability company, having an address of 700 Canal Street, Stamford, CT 06920 (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.

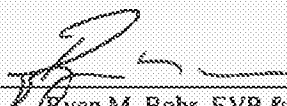
*[Signature page follows]*

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

PV WAGGLE, LLC

By:   
Chris Barkley, ~~Managing Partner~~  
Director

SCHOOL SPECIALTY, INC.


By:   
Ryan M. Bohr, EVP & COO

TRADEMARK

REEL: 006324 FRAME: 0315

**SCHEDULE A**

**Marks**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
FLYING PIG DESIGN ONLY LOGO 	4,796,306	08/18/2015
GET WAGGLE	4,649,990	12/02/1014
WAGGLE	4,893,535	01/26/2016