

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
School Specialty, Inc.		04/07/2017	Corporation: DELAWARE
Classroomdirect.com, LLC		04/07/2017	Limited Liability Company: DELAWARE
Childcraft Education, LLC		04/07/2017	Limited Liability Company: DELAWARE
Sportime, LLC		04/07/2017	Limited Liability Company: DELAWARE
Premier Agendas, LLC		04/07/2017	Limited Liability Company: DELAWARE
Califone International, LLC		04/07/2017	Limited Liability Company: DELAWARE
Delta Education, LLC		04/07/2017	Limited Liability Company: DELAWARE
SSI Guardian, LLC		04/07/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TCW Asset Management Company, LLC, as Agent		
Street Address:	200 Clarendon Street, 51st Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02116		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88604373	SCHOOLYARD	
CORRESPONDENCE DATA			
Fax Number:	3128637867		
<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:	3128637267		
Email:	jaclyn.di.grande@goldbergkohn.com		
Correspondent Name:	Jaclyn Di Grande - Paralegal		

OP \$40.00 88604373

TRADEMARK

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe Street, Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7129.023
NAME OF SUBMITTER:	Jaclyn Di Grande
SIGNATURE:	/jaclyn di grande/
DATE SIGNED:	01/21/2020

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 7th day of April, 2017, by and among the grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and TCW Asset Management Company, LLC ("TCW"), in its capacity as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement dated as of April 7, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among SCHOOL SPECIALTY, INC., a Delaware corporation ("Borrower"), each Person party thereto as a guarantor from time to time, the financial institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders") Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Guaranty and Collateral Agreement, dated as of April 7, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Collateral Agreement"); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Collateral Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1.4 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (excluding any Excluded Assets, collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business not inuring to the licensor, connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, to the extent permitted by such license, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License, to the extent permitted by such license.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guaranty and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Collateral Agreement, the Guaranty and Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the

same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

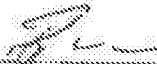
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 14 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREBY BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

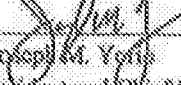
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of this day and year first above written.

GRANTORS:

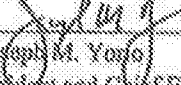
SCHOOL SPECIALTY, INC.

By: 
Name: Ryan M. Bohr
Title: Executive Vice President and Chief Financial Officer

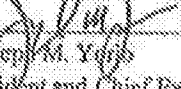
CLASSROOMDIRECT.COM, LLC
By: School Specialty, Inc., its sole member

By: 
Name: Joseph M. Yorke
Title: President and Chief Executive Officer

CHILDCRAFT EDUCATION, LLC
By: School Specialty, Inc., its sole member

By: 
Name: Joseph M. Yorke
Title: President and Chief Executive Officer

SPORTIME, LLC
By: School Specialty, Inc., its sole member

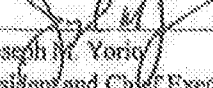
By: 
Name: Joseph M. Yorke
Title: President and Chief Executive Officer

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006842 FRAME: 0684

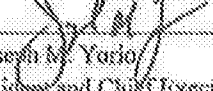
PREMIER AGENDAS, LLC

By: School Specialty, Inc., its sole member

By: 
Name: Joseph M. Yorio
Title: President and Chief Executive Officer

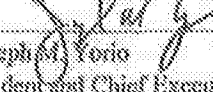
CALIFONE INTERNATIONAL, LLC

By: School Specialty, Inc., its sole member

By: 
Name: Joseph M. Yorio
Title: President and Chief Executive Officer

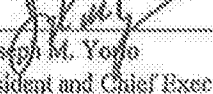
DELTA EDUCATION, LLC

By: School Specialty, Inc., its sole member

By: 
Name: Joseph M. Yorio
Title: President and Chief Executive Officer

SSI GUARDIAN, LLC

By: School Specialty, Inc., its sole member

By: 
Name: Joseph M. Yorio
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

TCW Asset Management Company, LLC

By: *Suzanne Crossan*
Name: Suzanne Crossan
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
1 PREMIER and Design	School Specialty, Inc.	Registered	5007008	86/826,831	26-Jul-2016	20-Nov-2015
1ST & Design	Premier Agendas, LLC	Registered	1753883	74/751,937	23-Feb-1993	
610	California International, LLC	Registered	4091042	85/354,375	24-Jan-2012	23-Jun-2011
ABC	Childcraft Education, LLC	Registered	3254692	78/922,715	17-Jul-2007	05-Jul-2006
ABC SCHOOL SUPPLY	Childcraft Education, LLC	Registered	2298368	75/652,734	07-Dec-1999	23-Feb-1998
ABC WHERE EDUCATION MEETS IMAGINATION and Design	Childcraft Education, LLC	Registered	2398224	75/666,398	04-Apr-2000	23-Mar-1999
ABILITIES	Sportime, LLC	Registered	1781976	74/265,815	22-Dec-1992	15-Apr-1992
ACADEMY OF MATH	School Specialty, Inc.	Registered	2757555	78/107,494	26-Aug-2003	07-Feb-2002
ACADEMY OF READING	School Specialty, Inc.	Registered	2713411	76/433,433	06-May-2003	23-Jul-2002
AGENDA MATE	Premier Agendas, LLC	Registered	2161267	75/099,524	02-Jun-1998	06-May-1996
APOLLO	School Specialty, Inc.	Registered	4984022	86/391,602	21-Jun-2026	11-Sep-2014
AUTOSKILL	School Specialty, Inc.	Registered	4,252,622	85/440,105	2012-12-04	05-Oct-2011
AUTOSKILL	School Specialty, Inc.	Registered	2501650	76/618,479	30-Oct-2001	05-Apr-2000
AV2	California International, LLC	Registered	4,222,827	85/351,692	09-Oct-2012	21-Jun-2011
B THE SPEECH BIN & Design	Sportime, LLC	Registered	1542482	73/718,799	06-Jun-1989	28-Mar-1988
BABY BRIGHTS BOOKS	School Specialty, Inc.	Registered	1918816	74/417,927	12-Sep-1995	23-Aug-1993
BASE TEN FRIES	Delta Education, LLC	Registered	2343563	75/736,754	18-Apr-2000	25-Jun-1999
BECAUSE CHILDREN LEARN BY DOING	Delta Education, LLC	Registered	1907146	74/479,643	25-Jul-1995	18-Jan-1994

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
BIRD-IN-HAND	Childcraft Education, LLC	Registered	3954275	85/115,820	03-May-2011	25-Aug-2010
BIRD-IN-HAND and Design	Childcraft Education, LLC	Registered	3954276	85/115,823	03-May-2011	25-Aug-2010
BRAIN BOOSTERS	Sportime, LLC	Pending		87/144,929		19-Aug-2016
BRODHEAD GARRETT	School Specialty, Inc.	Registered	2393549	75/643,310	10-Oct-2000	08-Nov-1999
CALIFONE	Califone International, LLC	Registered	4137682	85/254,328	08-May-2012	01-Mar-2011
CALIFONE	Califone International, LLC	Registered	2130349	75/218,397	20-Jan-1998	24-Dec-1996
CALIFONE	Califone International, LLC	Registered	1186512	73/271,052	19-Jan-1982	21-Jul-1980
CATT	School Specialty, Inc.	Registered	4,337,403	85/600,067	2013-05-21	17-Apr-2012
CHILDCRAFT	Childcraft Education, LLC	Registered	712499	72/091,591	14-Mar-1961	25-Feb-1960
CHILDCRAFT	Childcraft Education, LLC	Registered	2006367	75/026,995	08-Oct-1996	04-Dec-1995
CLAIMS TO FAME	School Specialty, Inc.	Registered	2434267	75/764,449	06-Mar-2001	30-Jul-1999
CLASSROOM DIRECT	Classroom Direct.com LLC	Registered	2795089	75/606,640	16-Dec-2003	09-Dec-1998
CLASSROOM DIRECT (New Logo)	School Specialty, Inc.	Registered	4917280	86/498,229	15-Mar-2016	08-Jan-2015
CLASSROOM SELECT	School Specialty, Inc.	Registered	4793350	86/406,290	18-Aug-2015	25-Sept-2014
CLASSROOM SELECT (stacked)	School Specialty, Inc.	Registered	4091699	85/093,268	24-Jan-2012	07-May-2010
CLASSROOMDIRECT.COM	ClassroomDirect.com LLC	Registered	3685902	77/686,524	22-Sep-2009	09-Mar-2009
CVB CONTENT - AREA VOCABULARY BUILDER	School Specialty, Inc.	Registered	4140407	85/976,429	08-May-2012	13-Feb-2012
DECIMAL DOG	Delta Education, LLC	Registered	2368405	75/736,755	18-Jul-2000	25-Jun-1999
DECIMAL DOG	Delta Education, LLC	Registered	2897853	76/456,046	04-May-2004	04-Oct-2002
DELTA EDUCATION	Delta Education, LLC	Registered	2812356	76/446,426	10-Feb-2004	03-Sep-2002
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2374672	75/646,899	08-Aug-2000	11-Feb-1999
DELTA EDUCATION & Design	Delta Education, LLC	Registered	2343043	75/646,894	18-Apr-2000	11-Feb-1999
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	74/257,225	20-Jul-1993	13-Mar-1992

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
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	76/456,472	25-May-2004	07-Oct-2002
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	03-Dec-2008
DIAL-A-DIGIT	Delta Education, LLC	Registered	2458617	75/866,130	05-Jun-2001	07-Dec-1999
DIAL-A-DOLLAR	Delta Education, LLC	Registered	2458616	75/866,126	05-Jun-2001	07-Dec-1999
DIAL-A-FRACTION	Delta Education, LLC	Registered	2467810	75/866,127	19-Jun-2001	07-Dec-1999
DIAL-A-PATTERN	Delta Education, LLC	Registered	2509886	76/184,135	20-Nov-2001	20-Dec-2000
DIAL-A-TIME	Delta Education, LLC	Registered	2456424	75/866,128	29-May-2001	07-Dec-1999
DIAL-A-TRIAL	Delta Education, LLC	Registered	2509888	76/184,137	20-Nov-2001	20-Dec-2000
DIAL-A-VOLUME	Delta Education, LLC	Registered	2509887	76/184,136	20-Nov-2001	20-Dec-2000
DISCOVERY	Califone International, LLC	Registered	4091043	85/354,379	24-Jan-2012	23-Jun-2011
DSM THIRD EDITION	Delta Education, LLC	Registered	4,473,253	85/352,961	28-Jan-2014	23-Jun-2011
EDUCATION ESSENTIALS	School Specialty, Inc.	Registered	3033079	78/402,586	20-Dec-2005	15-Apr-2004
EDUCATION IS YOUR SPECIALTY. MAKING IT EASIER IS OURS.	School Specialty, Inc.	Registered	4794333	86/495,311	18-Aug-2015	05-Jan-2015
EDUCATORS PUBLISHING SERVICE	School Specialty, Inc.	Registered	2988501	76/575,452	30-Aug-2005	17-Feb-2004
EMPOWER MINDS. STRENGTHEN BODIES. INSPIRE CREATIVITY.	School Specialty, Inc.	Registered	5,054,663	86/925,081	04-Oct-2016	01-Mar-2016
EPS	School Specialty, Inc.	Registered	3813140	77/783,358	06-Jul-2010	17-Jul-2009
EPS	School Specialty, Inc.	Registered	3798841	77/782,872	08-Jun-2010	16-Jul-2009
EPS	School Specialty, Inc.	Registered	2287995	75/569,733	19-Oct-1999	13-Oct-1998
EPS	School Specialty, Inc.	Registered	2292730	75/569,840	16-Nov-1999	13-Oct-1998
EPS & Design	School Specialty, Inc.	Registered	3039679	76/621,988	10-Jan-2006	22-Nov-2004
EPS & Design	School Specialty, Inc.	Registered	2281714	75/572,554	28-Sep-1999	16-Oct-1998

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
EPS -CL16	School Specialty, Inc.	Registered	2279489	75/568,985	21-Sep-1999	13-Oct-1998
EPS Logo	School Specialty, Inc.	Pending		87/249,370		28-Nov-2016
EPS PHONICS PLUS	School Specialty, Inc.	Registered	3218947	76/722,904	13-Mar-2007	29-Sep-2005
EXPLODE THE CODE	School Specialty, Inc.	Registered	2276181	75/563,622	07-Sep-1999	01-Oct-1998
EXPLORES	Callfone International, LLC	Registered	4091044	85/354,386	24-Jan-2012	23-Jun-2011
FAST BREAKS	Sportime, LLC	Pending		87/163,268		07-Sep-2016
FAST FOOD FOR THOUGHT	Delta Education, LLC	Registered	1877608	74/489,056	07-Feb-1995	14-Feb-1994
FRACTION BURGER	Delta Education, LLC	Registered	2755799	76/457,073	26-Aug-2008	07-Oct-2002
FRACTIONOES	Delta Education, LLC	Registered	2462811	75/866,129	19-Jun-2001	07-Dec-1999
FREY CHOICE	School Specialty, Inc.	Registered	3842515	77/704,182	31-Aug-2010	01-Apr-2009
FREY SCIENTIFIC	School Specialty, Inc.	Registered	2393552	75/843,889	10-Oct-2000	08-Nov-1999
FREY SECURE	School Specialty, Inc.	Registered	3842513	77/704,177	31-Aug-2010	01-Apr-2009
FREY SELECT	School Specialty, Inc.	Registered	3842514	77/704,180	31-Aug-2010	01-Apr-2009
GOT IT!	Callfone International, LLC	Registered	3755877	77/632,278	02-Mar-2010	12-Dec-2008
GUARDIAN	SSI Guardian, LLC	Pending		86/467,471		01-Dec-2014
GUARDIAN Logo	SSI Guardian, LLC	Pending		86/506,028		16-Jan-2015
GUARDIAN SHIELD Logo	SSI Guardian, LLC	Pending		86/506,024		15-Jan-2015
HEALTH MATTERS	Premier Agendas, LLC	Registered	4,700,373	85/894,280	10-Mar-2015	03-Apr-2013
HEALTHY KIDS CHALLENGE	School Specialty, Inc.	Registered	3863188	77/923,819	19-Oct-2010	29-Jan-2010
HEALTHY KIDS CHALLENGE Logo	School Specialty, Inc.	Registered	3875990	77/924,199	16-Nov-2010	30-Jan-2010
HELPING EDUCATORS ENGAGE AND INSPIRE STUDENTS OF ALL AGES AND ABILITIES TO LEARN	School Specialty, Inc.	Registered	3652327	77/464,756	07-Jul-2009	02-May-2008
HUSH BUDDY	Callfone International, LLC	Registered	4250966	85/389,616	27-Nov-2012	04-Aug-2011
IF I PLAN TO LEARN, I MUST LEARN TO PLAN	Premier Agendas, LLC	Registered	2120484	75/089,048	09-Dec-1997	06-Mar-1996
INCOMMAND	Premier Agendas, LLC	Registered	4,339,936	85/627,761	21-May-2013	17-May-2012

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
INCOMMAND PRO	Premier Agendas, LLC	Registered	4,339,937	85/627,763	21-May-2013	17-May-2012
INQUIRY INVESTIGATIONS	Delta Education, LLC	Registered	4109528	85/078,862	06-Mar-2012	06-Jul-2010
INTEGRATIONS	Sportime, LLC	Registered	2793125	78/154,693	09-Dec-2003	15-Aug-2002
ISPIRE	School Specialty, Inc.	Pending		87/149,383		24-Aug-2016
ISPIRE Stylized	School Specialty, Inc.	Pending		87/149,393		24-Aug-2016
JOURNEY TO SUCCESS	Premier Agendas, LLC	Registered	4094352	85/082,650	31-Jan-2012	12-Jul-2010
KINDERCONNECT JOURNAL	Premier Agendas, LLC	Pending		87/015,815		27-Apr-2016
KORNERS FOR KIDS	Childcraft Education, LLC	Registered	1993650	74/412,279	07-Nov-1995	14-Jul-1993
LEARNING OUTLET	School Specialty, Inc.	Registered	4089263	85/327,528	17-Jan-2012	23-May-2011
LITERACY LEADERS	School Specialty, Inc.	Registered	3423913	77/191,219	06-May-2008	26-May-2007
MAGTILES	School Specialty, Inc.	Registered	3550881	77/149,992	23-Dec-2008	05-Apr-2007
MAKE IT A RULE TO PLAN	Premier Agendas, LLC	Registered	2118995	75/100,716	09-Dec-1997	08-May-1996
MAKE TODAY COUNT	School Specialty, Inc.	Registered	2279483	75/565,284	21-Sep-1999	14-Oct-1998
MAKING CONNECTIONS	School Specialty, Inc.	Registered	3218948	78/712,907	13-Mar-2007	29-Sep-2005
MATH IN A NUTSHELL	Delta Education, LLC	Registered	2458341	75/746,432	05-Jun-2001	09-Jul-1999
NATURE'S IMPRESSIONS	School Specialty, Inc.	Registered	3646434	77/598,303	30-Jun-2009	22-Oct-2008
NEO/BLOOD	Delta Education, LLC	Registered	2552466	76/243,343	26-Mar-2002	20-Apr-2001
NEO/LAB	Delta Education, LLC	Registered	2460125	75/599,772	12-Jun-2001	07-Dec-1998
NEO/RESOURCE	Delta Education, LLC	Registered	2451571	75/599,773	15-May-2001	07-Dec-1998
NEO/SCI	Delta Education, LLC	Registered	3696307	77/291,723	13-Oct-2009	28-Sep-2007
NEO/SLIDE	Delta Education, LLC	Registered	2451570	75/599,771	15-May-2001	04-Dec-1998
NEOCLASS	School Specialty, Inc.	Registered	5,073,773	86/391,603	01-Nov-2016	11-Sep-2014
NEOMOVE	School Specialty, Inc.	Registered	4886645	86/398,335	12-Jan-2016	18-Sep-2014
NEOROK	School Specialty, Inc.	Registered	4856626	86/395,241	17-Nov-2015	15-Sep-2014

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
ODYSSEY	Califone International, LLC	Registered	4287561	85/354,383	12-Feb-2013	23-Jun-2011
OLIVIA OWL	Premier Agendas, LLC	Registered	2120485	75/099,520	09-Dec-1997	06-May-1996
ONTRAC	Premier Agendas, LLC	Registered	3842377	77/648,035	31-Aug-2010	13-Jan-2009
ONTRAC	Premier Agendas, LLC	Registered	3793647	77/369,947	25-May-2010	11-Jan-2008
P2	Premier Agendas, LLC	Registered	4765045	85/982,898	30-Jun-2015	26-Mar-2013
PATH DRIVER FOR MATH	School Specialty, Inc.	Registered	4,675,682	85/566,908	20-Jan-2015	12-Mar-2012
PATH DRIVER FOR MATH USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Registered	4,625,348	85/655,326	21-Oct-2014	19-Jun-2012
PATH DRIVER FOR READING	School Specialty, Inc.	Registered	4,597,612	85/566,906	02-Sep-2014	12-Mar-2012
PATH DRIVER FOR READING USE DATA TO DRIVE A PATH TO SUCCESS Logo	School Specialty, Inc.	Registered	4,625,349	85/655,328	21-Oct-2014	19-Jun-2012
PHYSIO-ROLL and Design	Sportime, LLC	Registered	1766015	74/306,216	20-Apr-1993	21-Aug-1992
PLANET SMART	Premier Agendas, LLC	Registered	4951675	85/909,609	03-May-2016	18-Apr-2013
PORTFOLIO	School Specialty, Inc.	Registered	4016804	85/896,884	23-Aug-2011	12-May-2010
PREMIER ESTEEM	Premier Agendas, LLC	Registered	4970283	86/602,522	31-May-2026	20-Apr-2015
PRIMARY PHONICS	School Specialty, Inc.	Registered	2325691	75/563,225	07-Mar-2000	01-Oct-1998
PROJECTS BY DESIGN	School Specialty, Inc.	Registered	3852130	77/682,097	28-Sep-2010	03-Mar-2009
R Stylized	School Specialty, Inc.	Registered	4,663,237	86/283,569	30-Dec-2014	16-May-2014
RAG BALL & Design	Sportime, LLC	Registered	3548583	76/338,171	23-Dec-2008	15-Nov-2001
RAISING RESPECT: TAKE A STAND AGAINST BULLYING	Premier Agendas, LLC	Registered	4773256	85/736,959	14-Jul-2015	24-Sep-2012
RAISING STUDENT ACHIEVEMENT	School Specialty, Inc.	Registered	4065748	85/152,081	6-Dec-2011	13-Oct-2010
RAISING STUDENT ACHIEVEMENT Logo	School Specialty, Inc.	Registered	4065749	85/152,082	6-Dec-2011	13-Oct-2010
RECIPE FOR READING	School Specialty, Inc.	Registered	4,588,323	86/160,841	19-Aug-2014	08-Jan-2014
ROYAL SEATING	School Specialty, Inc.	Registered	4,670,579	96/283,572	13-Jan-2015	16-May-2014
S.P.I.R.E. (SPIRE)	Delta Education, LLC	Registered	2048906	75/062,867	01-Apr-1997	26-Feb-1996

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
S.P.I.R.E. TOUCH PHONICS	School Specialty, Inc.	Registered	4993883	86/303,892	05-Jul-2016	09-Jun-2014
S.P.I.R.E. TOUCH PHONICS Logo	School Specialty, Inc.	Registered	4993884	86/303,897	05-Jul-2016	09-Jun-2014
SAX	School Specialty, Inc.	Registered	2257283	75/525,966	29-Jun-1999	27-Jul-1998
SAX and Design	School Specialty, Inc.	Registered	3327134	78/795,166	30-Oct-2007	19-Jan-2006
SCIENCEFLEX	Delta Education, LLC	Pending		87/137,182		12-Aug-2016
SCHOOL SMART	School Specialty, Inc.	Registered	3376477	78/630,773	29-Jan-2009	16-May-2005
SCHOOL SMART & Design	School Specialty, Inc.	Registered	3735305	78/630,775	05-Jan-2010	16-May-2005
SCHOOL SPECIALTY	School Specialty, Inc.	Registered	2086842	74/712,553	12-Aug-1997	08-Aug-1995
SCHOOL SPECIALTY	School Specialty, Inc.	Registered	5007007	86/826,829	25-Jul-2016	20-Nov-2015
SCHOOL SPECIALTY LITERACY AND INTERVENTION	School Specialty, Inc.	Registered	3965024	85/090,230	24-May-2011	22-Jul-2010
SCHOOL SPECIALTY WEXPLORE	School Specialty, Inc.	Registered	3926476	77/787,848	01-Mar-2011	23-Jul-2009
SCIENCE IN A NUTSHELL	Delta Education, LLC	Registered	2370886	75/751,462	25-Jul-2000	14-Jul-1999
SCIENCE VIEW	Delta Education, LLC	Registered	2502701	75/744,687	30-Oct-2001	07-Jul-1999
SITTON SPELLING AND WORD SKILLS	School Specialty, Inc.	Registered	3617291	77/452,338	05-May-2009	18-Apr-2008
SOAR LIFE PRODUCTS	School Specialty, Inc.	Registered	5,062,859	86/925,077	18-Oct-2016	01-Mar-2016
SOAR LIFE PRODUCTS and Design	School Specialty, Inc.	Registered	5,058,757	86/925,086	18-Oct-2016	01-Mar-2016
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	2163913	75/289,019	09-Jun-1998	09-May-1997
SOUNDS SENSIBLE	School Specialty, Inc.	Registered	3381536	77/218,893	12-Feb-2008	29-Jun-2007
SPELL CHECK	School Specialty, Inc.	Registered	2335381	75/648,445	28-Mar-2000	25-Feb-1999
SPIRE	School Specialty, Inc.	Pending		87/184,400		17-Sep-2016
SPORDAS	Sportime, LLC	Registered	1955231	74/285,191	6-Feb-1996	16-Jun-1992
SPORTIME	Sportime, LLC	Registered	1668914	74/100,635	26-Nov-1991	26-Sep-1990
SPORTIME	Sportime, LLC	Registered	1085148	73/120,398	07-Feb-1978	25-Mar-1977
SPORTIME and Design	Sportime, LLC	Registered	2498193	76/130,890	16-Oct-2001	19-Sep-2000
SSI GUARDIAN	SSI Guardian, LLC	Pending		87/011,235		22-Apr-2016

Mark	Grantor	Status	Reg. No.	App. No.	Reg. Date	Filing Date
SSI GUARDIAN and Design	SSI Guardian, LLC	Pending		87/011,239		22-Apr-2016
SSI GUARDIAN SETTING	SSI Guardian, LLC	Pending		87/011,242		22-Apr-2016
THE NEW STANDARD and Design	SSI Guardian, LLC	Pending		87/011,242		22-Apr-2016
SSI OUT-OF-SCHOOL PLAY, EXPLORE, CREATE and design	School Specialty, Inc.	Pending		87/189,680		30-Sep-2016
TEACHERS' DISCOUNT	School Specialty, Inc.	Registered	4,213,822	85/549,307	25-Sep-2012	22-Feb-2012
THE 101	Premier Agendas, LLC	Registered	4126207	85/091,113	10-Apr-2012	22-Jul-2010
THE SPEECH BIN	Sportime, LLC	Registered	3205537	78/801,406	06-Feb-2007	27-Jan-2006
TOUCHPHONICS	School Specialty, Inc.	Registered	2465862	74/622,442	03-Jul-2001	18-Jan-1995
TOUCH-UNITS	School Specialty, Inc.	Registered	3446159	77/149,991	10-Jun-2008	05-Apr-2007
TRUE-FLOW	School Specialty, Inc.	Registered	1271755	73/378,143	27-Mar-1984	04-Aug-1982
UGO365	Premier Agendas, LLC	Registered	3935126	77/791,368	22-Mar-2011	28-Jul-2009
UGO365	Premier Agendas, LLC	Registered	4,176,073	77/954,006	17-Jul-2012	09-Mar-2010
VB-TRAINER	Sportime, LLC	Registered	4,394,798	85/663,797	03-Sep-2013	28-Jun-2012
VERSA TEMP	School Specialty, Inc.	Registered	1746677	74/263,859	19-Jan-1993	08-Apr-1992
VIC Logo	School Specialty, Inc.	Registered	4849590	85/498,332	10-Nov-2015	08-Jan-2015
VOCABULARY FROM CLASSICAL ROOTS	School Specialty, Inc.	Registered	3618327	77/420,054	12-May-2009	12-Mar-2008
VOCABULARY FROM CLASSICAL ROOTS	School Specialty, Inc.	Registered	3614545	77/355,324	05-May-2009	19-Dec-2007
WEXPLORE	School Specialty, Inc.	Registered	3926477	77/787,852	01-Mar-2011	23-Jul-2009
WHERE EDUCATION MEETS IMAGINATION	Childcraft Education, LLC	Registered	2388345	75/584,345	19-Sep-2000	06-Nov-1998
WHERE THE CHILD COMES FIRST	Childcraft Education, LLC	Registered	4273401	85/555,103	8-Jan-2013	28-Feb-2012
WORDLY WISE	School Specialty, Inc.	Registered	2278178	75/562,823	14-Sep-1999	01-Oct-1998
WORDLY WISE 3000	School Specialty, Inc.	Registered	3217686	78/879,989	13-Mar-2007	09-May-2006
WORDS I USE WHEN I WRITE	School Specialty, Inc.	Registered	3223075	78/914,544	27-Mar-2007	22-Jun-2006
WRITE ON and Design	School Specialty, Inc.	Registered	1262365	73/378,144	27-Dec-1983	04-Aug-1982

Material Trade Names

Accelerated Learning Group.

Material Common Law Trademarks

CFO/Science

Hammond & Stephens

Premier Agendas

Material License Agreements

FOSS - agreement for Grades K-6 between Regents of University of California and Delta Education, LLC, last amended June 26, 2013

FOSS - agreement for Middle School between Regents of University of California and Delta Education, LLC, last amended May 13, 2015

SPARK - agreement between San Diego State University Research Foundation and Sportime, LLC, dated October 28, 2013

Sheila Clark-Edmands --agreement with Delta Education, LLC, regarding SPIRE products dated April 21, 2003, and added to on June 20, 2007


Erika Bird/Kenneth Hoekinson/Sandra Adams --agreement with School Specialty, Inc., regarding Wordly Wise products dated July 16, 2016

Exploros -- agreements with School Specialty, Inc., regarding iSPIRE dated July 15, 2015, and Wordly Wise 3000 dated October 20, 2016

Listenwise -- agreement between Listen Innovation, Inc. and School Specialty, Inc., dated November 28, 2015

SCHEDULE I
(continued)

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	3,594,344	03/24/2009
BUCKLE DOWN ONLINE	4,043,731	10/25/2011
BUCKLE DOWN!	2,198,626	10/30/1998
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	08/18/2013
GET COACH	4,813,465	09/15/2013
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	04/13/2003
TRIUMPH ONLINE LOGO	4,473,765	01/28/2014
WAGGLE	4,893,535	01/26/2016

Schedule I
(continued)

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
GET AHEAD OF THE CLASS	88368944	Registered	5879586	10/8/19	School Specialty, Inc.
WORDLY WISE	88067739	Registered	5713686	4/2/19	School Specialty, Inc.
S.P.I.R.E.	88337779	Registered	5839831	8/20/19	School Specialty, Inc.
S.P.I.R.E.	88336338	Registered	5834925	8/13/19	School Specialty, Inc.
TRANSFORMING MORE THAN CLASSROOMS	88302382	Registered	5875973	10/1/19	School Specialty, Inc.
HAMMOND & STEPHENS	88054307	Registered	5725712	4/16/9	School Specialty, Inc.
LOCKEDGE	87876815	Registered	5719718	4/9/19	School Specialty, Inc.
NEOMOVE2	87637065	Registered	5897759	10/29/19	School Specialty, Inc.
SCHOOL SPECIALTY SELECT	87911163	Registered	5777169	6/11/19	School Specialty, Inc.
[DESIGN ONLY]	87919476	Registered	5642533	1/1/19	School Specialty, Inc.
ROYAL 1600 SWITCH	87669756	Registered	5639358	12/25/18	School Specialty, Inc.
ACTIVE, HEALTHY, HAPPY.	87632435	Registered	5623853	12/4/18	School Specialty, Inc.
LEARN AUGMENTED REALITY	87578973	Registered	5801058	7/9/19	School Specialty, Inc.
INCLUDE INDIVIDUALIZE INNOVATE SUCCEED.	87632229	Registered	5499605	6/19/18	School Specialty, Inc.
21ST CENTURY SAFE SCHOOL	87730958	Registered	5531999	7/31/18	School Specialty, Inc.
SCHOOL SMART	87614396	Registered	5517423	7/17/18	School Specialty, Inc.
SCHOOL SMART	87614208	Registered	5517422	7/17/18	School Specialty, Inc.
NEOLOUNGE	87669635	Registered	5493980	6/12/18	School Specialty, Inc.
NEOSHAPE	87657097	Registered	5493979	6/12/18	School Specialty, Inc.
EMPOWER MINDS. STRENGTHEN BODIES. INSPIRE CREATIVITY.	87632231	Registered	5493969	6/12/18	School Specialty, Inc.

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
EPS	87249370	Registered	5444281	4/10/18	School Specialty, Inc.
INSPIRE THE ARTIST IN EVERY STUDENT	87586253	Registered	5437135	4/3/18	School Specialty, Inc.
SSI OUT-OF-SCHOOL PLAY. EXPLORE. CREATE.	87189680	Registered	5371147	1/2/18	School Specialty, Inc.
ABC furnishings	87497729	Registered	5390620	1/30/18	Childcraft Education, LLC
BRAIN BOOSTERS	87144929	Registered	5365879	12/26/17	Sportime, LLC
Premier planner builder	88158332	Registered	5842880	8/27/19	Premier Agendas, LLC
GROUPLINK	88088450	Registered	5765749	5/28/19	Califone International, LLC
CALITUFF	87791494	Registered	5852480	9/3/19	Califone International, LLC
NEOTECH PLUS	87791488	Registered	5846332	8/27/19	Califone International, LLC
NEOTECH	87791485	Registered	5846331	8/27/19	Califone International, LLC
SSI GUARDIAN	87978058	Registered	5542798	8/14/18	SSI Guardian, LLC
SSI GUARDIAN	87978057	Registered	5542797	8/14/18	SSI Guardian, LLC
Quick Action Lockdown	87486340	Registered	5511184	7/10/18	SSI Guardian, LLC
SSI Guardian	87486161	Registered	5400202	2/13/18	SSI Guardian, LLC
[DESIGN ONLY]	86506024	Registered	5413186	2/27/18	SSI Guardian, LLC

Schedule I
(continued)

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
SCHOOLYARD	88604373	Pending -- Application filed on 9/4/19	N/A	N/A	School Specialty, Inc.

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RECORDED: 01/21/2020

TRADEMARK
REEL: 006842 FRAME: 0699