

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
School Specialty, Inc.		01/05/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	153 South LaSalle St. Suite 925		
Internal Address:	Mail Code 1L4-135-09-27		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Serial Number:	88686856	TILT N NEST	
Serial Number:	88683320	KURVE	
Serial Number:	88683318	GEODE SERIES	
Serial Number:	88683313	NEOSYNC	
Serial Number:	88683311	NEORYDE	
Serial Number:	88658053	NEOLINK	
Serial Number:	88658051	NEOFUSE	
Serial Number:	88604373	SCHOOLYARD	
Serial Number:	88699262	INSPO	
Serial Number:	88683321	ADVOCATE SERIES	
Serial Number:	88699263	VIGOR	
Serial Number:	88721775	SOUNDS SENSIBLE	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-2811		
Email:	mribando@skadden.com		

CH \$315.00 88686856

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Monique L. Ribando
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 401180/356

NAME OF SUBMITTER: Bruce Goldner

SIGNATURE: /Bruce Goldner/

DATE SIGNED: 02/06/2020

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of January, 2020, by and between the grantor listed on the signature pages hereof ("Grantor"), and Bank of America, N.A., in its capacity as agent for each Lender (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of June 11, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and among SCHOOL SPECIALTY, INC., a Delaware corporation ("Company"), the subsidiaries of Company party thereto as Borrowers (together with Company, collectively the "Borrowers"), the other Guarantors party thereto, the financial institutions from time to time party thereto (each a "Lender" and, collectively, the "Lenders") and Agent, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders made the financial accommodations to the Borrowers as provided for in the Loan Agreement and the other Loan Documents, but only upon the condition, among others, that Grantor executed and delivered to Agent, for the benefit of the Lenders, that certain Amended and Restated Guarantee 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 "Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the 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, 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 Guarantee 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. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each Lender, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of 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 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 Grantor, 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 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 Guarantee and Collateral Agreement. 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 Guarantee 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 Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section, Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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 HEREIN 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 the day and year first above written.

GRANTOR:

SCHOOL SPECIALTY, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

Bank of America, N.A.

By: BHB
Name: Brad Breidenbach
Title: Senior Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
School Specialty, Inc.	United States	TILT N NEST	88/686,856	11-Nov-2019
School Specialty, Inc.	United States	KURVE	88/683,320	07-Nov-2019
School Specialty, Inc.	United States	GEODE SERIES	88/683,318	07-Nov-2019
School Specialty, Inc.	United States	NEOSYNC	88/683,313	07-Nov-2019
School Specialty, Inc.	United States	NEORYDE	88/683,311	07-Nov-2019
School Specialty, Inc.	United States	NEOLINK	88/658,053	17-Oct-2019
School Specialty, Inc.	United States	NEOFUSE	88/658,051	17-Oct-2019
School Specialty, Inc.	United States	SCHOOLYARD	88/604,373	04-Sep-2019
School Specialty, Inc.	United States	INSPO	88/699,262	20-Nov-2019
School Specialty, Inc.	United States	ADVOCATE SERIES	88/683,321	07-Nov-2019
School Specialty, Inc.	United States	VIGOR	88/699,263	20-Nov-2019
School Specialty, Inc.	United States	SOUNDS SENSIBLE Logo	88/721,775	10-Dec-2019

School Specialty, Inc.	Canada	GET AHEAD OF THE CLASS	1957925	17-Apr-2019
School Specialty, Inc.	Canada	SUCCESS COACH	1971766	19-Jun-2019
School Specialty, Inc.	Canada	SUCCESS COACH Logo	1971770	19-Jun-2019
School Specialty, Inc.	Canada	S.P.I.R.E. Logo (Third Edition)	1979199	06-Aug-2019
School Specialty, Inc.	Canada	S.P.I.R.E. Logo (Fourth Edition)	1979205	06-Aug-2019

Material Trade Names

None.

Material Common Law Trademarks

None.

Trademark Licenses

None.