

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790748

<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, LLC		02/24/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	EPS Operations, LLC		
<b>Street Address:</b>	2029 Century Park E.		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90067		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 57</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3594544	BUCKLE DOWN	
<b>Registration Number:</b>	6336663	CATCH UP WITH COACH	
<b>Registration Number:</b>	4219846	COACH	
<b>Registration Number:</b>	5283573	COACH DIGITAL	
<b>Registration Number:</b>	6791424	COACH DIGITAL COMPASS	
<b>Serial Number:</b>	97024682	COACH DIGITAL COMPASS	
<b>Registration Number:</b>	3028965		
<b>Registration Number:</b>	2988601	EDUCATORS PUBLISHING SERVICE	
<b>Registration Number:</b>	2287995	EPS	
<b>Registration Number:</b>	3798641	EPS	
<b>Registration Number:</b>	3813140	EPS	
<b>Registration Number:</b>	3039679	EPS	
<b>Registration Number:</b>	2279489	EPS	
<b>Registration Number:</b>	5444281	EPS	
<b>Registration Number:</b>	3218947	EPS PHONICS PLUS	
<b>Registration Number:</b>	2276181	EXPLODE THE CODE	
<b>Registration Number:</b>	5226588	ISPIRE	
<b>Registration Number:</b>	5226589	ISPIRE	

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Property Type	Number	Word Mark
Registration Number:	4498239	KIDSTART
Registration Number:	3265019	LADDERS TO SUCCESS
Registration Number:	3423913	LITERACY LEADERS
Registration Number:	6791410	M F
Registration Number:	3218948	MAKING CONNECTIONS
Registration Number:	6791367	MATH FORCE
Serial Number:	97541278	PHONICS FACTORY
Serial Number:	97625317	PHONICS FACTORY
Registration Number:	4493751	PLUGGED IN TO READING
Registration Number:	3281271	PLUGGED IN TO READING
Registration Number:	2325691	PRIMARY PHONICS
Registration Number:	4588323	RECIPE FOR READING
Registration Number:	2048906	S.P.I.R.E.
Registration Number:	3617281	SITTON SPELLING AND WORD SKILLS
Registration Number:	3381536	SOUNDS SENSIBLE
Registration Number:	6284303	SOUNDS SENSIBLE
Registration Number:	2335381	SPELL CHECK
Registration Number:	5387686	SPIRE
Registration Number:	5834925	S.P.I.R.E.
Registration Number:	5839831	S.P.I.R.E.
Registration Number:	6343553	S.P.I.R.E. STAR
Registration Number:	6020121	SUCCESS COACH
Registration Number:	6059814	SUCCESS COACH
Registration Number:	6330470	SUCCESS COACH STAR
Registration Number:	6420937	THINKLINK
Registration Number:	6420938	THINKLINK
Registration Number:	2465862	TOUCHPHONICS
Registration Number:	3446159	TOUCH-UNITS
Registration Number:	2707945	TRIUMPH LEARNING
Registration Number:	3614545	VOCABULARY FROM CLASSICAL ROOTS
Registration Number:	2278178	WORDLY WISE
Registration Number:	5713686	WORDLY WISE
Registration Number:	3217686	WORDLY WISE 3000
Registration Number:	6173280	WORDLY WISE I3000
Registration Number:	3223075	WORDS I USE WHEN I WRITE
Registration Number:	6435320	WW
Registration Number:	6768861	CATCH UP WITH COACH
Registration Number:	4993884	S.P.I.R.E. TOUCH PHONICS

Property Type	Number	Word Mark
Registration Number:	4993883	S.P.I.R.E. TOUCH PHONICS

**CORRESPONDENCE DATA**

**Fax Number:** 2156562498

*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:** 215-656-3381

**Email:** pto.phil@dlapiper.com

**Correspondent Name:** IP GROUP OF DLA PIPER LLP (US)

**Address Line 1:** ONE LIBERTY PLACE

**Address Line 2:** 1650 MARKET ST. SUITE 5000

**Address Line 4:** PHILADELPHIA, PENNSYLVANIA 19103

<b>NAME OF SUBMITTER:</b>	William L. Bartow
<b>SIGNATURE:</b>	/williamlbartow/
<b>DATE SIGNED:</b>	03/01/2023

**Total Attachments: 11**

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**TRADEMARK ASSIGNMENT**

This **Trademark Assignment Agreement** (the “Trademark Assignment”) is made and entered into as of February 24, 2023 (the “Effective Date”) by and between School Specialty, LLC, a Delaware limited liability company (the “Assignor”) and EPS Operations, LLC, a Delaware limited liability company (the “Assignee”). Assignee and Assignor are sometimes referred to herein individually as a “Party” and collectively as the “Parties”. Capitalized terms used herein, but not defined herein, shall have the meaning ascribed to such terms in the Purchase Agreement (as defined below).

**WHEREAS**, pursuant to that certain Asset Purchase Agreement, dated February 24, 2023 (as amended, restated, supplemented or otherwise modified in accordance with its terms through the date hereof, the “Purchase Agreement”), by and between Assignor, Assignee and the other parties thereto, Assignee has agreed to purchase from Assignor, and Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, all of Assignor’s right, title and interest in, to and under the Purchased Assets.

**WHEREAS**, pursuant to the terms hereof and of the Purchase Agreement and in connection with Assignee’s acquisition of the Purchased Assets, Assignee has agreed to acquire, and Assignor has agreed to convey, Assignor’s entire right, title and interest in, to and under all Acquired Intellectual Property, including the trademark registrations and applications set forth on Schedule I attached hereto, including all renewals, extensions, and common law rights therein, and any and all goodwill symbolized thereby or associated therewith (collectively, the “Assigned Trademarks”).

**WHEREAS**, pursuant to the Purchase Agreement and the terms herein, Assignor wishes to assign to Assignee, and Assignee wishes to assume, all of Assignor’s right, title and interest in, to and under Assigned Trademarks.

**NOW, THEREFORE**, in consideration of the terms and conditions herein and in the Purchase Agreement, and for other good and valuable consideration furnished by Assignee to Assignor, the receipt, adequacy and legal sufficiency of which are hereby acknowledged by the Parties, Assignor and Assignee agree as follows:

1. Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

2. Effective as of the Effective Date, Assignor agrees to assign, transfer, sell and convey, and hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of Assignor’s right, title, and interest in and to the Assigned Trademarks, together with all registrations and applications therefor, any and all goodwill associated with the Assigned Trademarks including the relevant portion of the Assignor’s business to which any of the Assigned Trademarks, including intent-to-use marks, pertain, and all other common law rights and corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Trademark Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue, or have accrued, prior to and as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity, for any past, present or future infringement of the Assigned Trademarks, or other violation or unauthorized use of the Assigned Trademarks, with the right to sue for, and collect the same. Assignor and Assignee acknowledge and agree that this assignment is being made in connection with the assignment of the portion of Assignor’s business to which the Assigned Trademarks pertain, and that such portion of the business remains ongoing and existing.

3. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the corresponding empowered officials of all other governments to issue or transfer the Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

4. The Parties acknowledge and agree that certain documents may need to be executed and delivered by Assignor to effectuate transfer of title to the Assigned Trademarks to Assignee. Assignor agrees to provide to Assignee and Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Trademark Assignment, at Assignee's sole expense.

5. Each provision of this Trademark Assignment will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Trademark Assignment is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Trademark Assignment shall remain in full force and effect.

6. This Trademark Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Trademark Assignment may not be amended except by an instrument in writing signed by each of the Parties hereto.

7. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Trademark Assignment is subject to and shall be immediately effective upon the execution of the Purchase Agreement and shall not in any way alter any of the rights, obligations and responsibilities of any of the parties to the Purchase Agreement.

*[Remainder of page intentionally left blank.  
Signature page follows.]*

**IN WITNESS WHEREOF**, the Parties have executed this Trademark Assignment as of the Effective Date.

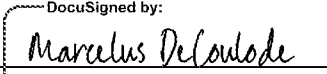
**ASSIGNOR:**

**SCHOOL SPECIALTY, LLC**

By: Ryan M. Bohr  
Name: Ryan M. Bohr  
Title: President & CEO

**IN WITNESS WHEREOF**, the Parties have executed this Trademark Assignment as of the Effective Date.

**ASSIGNEE:**  
**EPS OPERATIONS, LLC**

By:   
Name: Marcelus DeCoulode  
Its: Chief Executive Officer





**Schedule I to Trademark Assignment**



**U.S. Trademarks**


<b>Mark</b>	<b>Owner</b>	<b>Status</b>	<b>Filing Date</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Reg. No.</b>
BUCKLE DOWN	School Specialty, LLC	Registered	13-Aug-2008	77/545,942	24-Mar-2009	3594544
CATCH UP WITH COACH	School Specialty, LLC	Registered	20-May-2020	88/925,287	27-Apr-2021	6336663
COACH	School Specialty, LLC	Registered	20-Dec-2004	78/535,642	09-Oct-2012	4219846
COACH DIGITAL	School Specialty, LLC	Registered	04-Apr-2018	86/963,224	12-Sep-2017	5283573
COACH DIGITAL COMPASS	School Specialty, LLC	Registered	22-Jul-2021	90/842,351	12-Jul-2022	6791424
	School Specialty, LLC	Pending	16-Sep-2021	97/024,682	n/a	n/a
COACH LOGO 	School Specialty, LLC	Registered	21-Dec-2004	78/536,112	13-Dec-2005	3028965
EDUCATORS PUBLISHING SERVICE	School Specialty, LLC	Registered	17-Feb-2004	76/575,452	30-Aug-2005	2988601
EPS	School Specialty, LLC	Registered	13-Oct-1998	75/569,733	19-Oct-1999	2287995
EPS	School Specialty, LLC	Registered	16-Jul-2009	77/782,872	08-Jun-2010	3798641
EPS	School Specialty, LLC	Registered	17-Jul-2009	77/783,358	06-Jul-2010	3813140
EPS LOGO (earlier) 	School Specialty, LLC	Registered	22-Nov-2004	76/621,988	10-Jan-2006	3039679
EPS	School Specialty, LLC	Registered	13-Oct-1998	75/568,986	21-Sep-1999	2279489




Mark	Owner	Status	Filing Date	App. No.	Reg. Date	Reg. No.
EPS LOGO (later) 	School Specialty, LLC	Registered	28-Nov-2016	87/249,370	10-Apr-2018	5444281
EPS PHONICS PLUS	School Specialty, LLC	Registered	29-Sep-2005	78/722,904	13-Mar-2007	3218947
EXPLODE THE CODE	School Specialty, LLC	Registered	01-Oct-1998	75/563,622	07-Sep-1999	2276181
ISPIRE	School Specialty, LLC	Registered	24-Aug-2016	87/149,383	20-Jun-2017	5226588
ISPIRE LOGO 	School Specialty, LLC	Registered	24-Aug-2016	87/149,393	20-Jun-2017	5226589
KIDSTART	School Specialty, LLC	Registered	02-Oct-2013	86/080,942	18-Mar-2014	4498239
LADDERS TO SUCCESS	School Specialty, LLC	Registered	08-Sep-2006	78/969,955	17-Jul-2007	3265019
LITERACY LEADERS	School Specialty, LLC	Registered	26-May-2007	77/191,219	06-May-2008	3423913
	School Specialty, LLC	Registered	17-June-2021	90/780,007	12-Jul-2022	6791410
MAKING CONNECTIONS	School Specialty, LLC	Registered	29-Sep-2005	78/722,907	13-Mar-2007	3218948
MATH FORCE	School Specialty, LLC	Registered	14-May-2021	90/711,130	12-Jul-2022	6791367
PHONICS FACTORY	School Specialty, LLC	Pending	09-Aug-2022	97/541,278	n/a	n/a
	School Specialty, LLC	Pending	10-Oct-2022	97/625,317	n/a	n/a
PLUGGED IN TO READING	School Specialty, LLC	Registered	05-Mar-2013	85/866,809	11-Mar-2014	4493751

Mark	Owner	Status	Filing Date	App. No.	Reg. Date	Reg. No.
PLUGGED IN TO READING LOGO 	School Specialty, LLC	Registered	28-Feb-2006	76/655,810	21-Aug-2007	3281271
PRIMARY PHONICS	School Specialty, LLC	Registered	01-Oct-1998	75/563,225	07-Mar-2000	2325691
RECIPE FOR READING	School Specialty, LLC	Registered	08-Jan-2014	86/160,841	19-Aug-2014	4588323
S.P.I.R.E. (SPIRE)	School Specialty, LLC	Registered	26-Feb-1996	75/062,867	01-Apr-1997	2048906
SITTON SPELLING AND WORD SKILLS	School Specialty, LLC	Registered	18-Apr-2008	77/452,338	05-May-2009	3617281
SOUNDS SENSIBLE	School Specialty, LLC	Registered	29-Jun-2007	77/218,893	12-Feb-2008	3381536
SOUNDS SENSIBLE LOGO 	School Specialty, LLC	Registered	10-Dec-2019	88/721,775	02-Mar-2021	6284303
SPELL CHECK	School Specialty, LLC	Registered	25-Feb-1999	75/648,445	28-Mar-2000	2335381
SPIRE	School Specialty, LLC	Registered	27-Sep-2016	87/184,400	23-Jan-2018	5387686
SPIRE LOGO (THIRD EDITION) 	School Specialty, LLC	Registered	12-Mar-2019	88/336,338	13-Aug-2019	5834925
SPIRE LOGO (FOURTH EDITION) 	School Specialty, LLC	Registered	13-Mar-2019	88/337,779	20-Aug-2019	5839831
S.P.I.R.E. STAR	School Specialty, LLC	Registered	18-Jun-2020	90/009,251	04-May-2021	6343553
SUCCESS COACH	School Specialty, LLC	Registered	31-Jan-2019	88/283,848	24-Mar-2020	6020121


Mark	Owner	Status	Filing Date	App. No.	Reg. Date	Reg. No.
SUCCESS COACH LOGO 	School Specialty, LLC	Registered	28-Feb-2019	88/320,284	19-May-2020	6059814
SUCCESS COACH STAR	School Specialty, LLC	Registered	10-Jun-2020	88/957,387	20-Apr-2021	6330470
THINKLINK	School Specialty, LLC	Registered	10-Jan-2020	88/754,837	13-Jul-2021	6420937
THINKLINK LOGO 	School Specialty, LLC	Registered	10-Jan-2020	88/754,842	13-Jul-2021	6420938
TOUCHPHONICS	School Specialty, LLC	Registered	18-Jan-1995	74/622,442	03-Jul-2001	2465862
TOUCH-UNITS	School Specialty, LLC	Registered	05-Apr-2007	77/149,991	10-Jun-2008	3446159
TRIUMPH LEARNING	School Specialty, LLC	Registered	27-Mar-2001	76/975,205	15-Apr-2003	2707945
VOCABULARY FROM CLASSICAL ROOTS	School Specialty, LLC	Registered	19-Dec-2007	77/355,324	05-May-2009	3614545
WORDLY WISE	School Specialty, LLC	Registered	01-Oct-1998	75/562,823	14-Sep-1999	2278178
WORDLY WISE	School Specialty, LLC	Registered	07-Aug-2018	88/067,739	02-Apr-2019	5713686
WORDLY WISE 3000	School Specialty, LLC	Registered	09-May-2006	78/879,989	13-Mar-2007	3217686
WORDLY WISE i3000	School Specialty, LLC	Registered	16-Jan-2020	88/762,217	13-Oct-2020	6173280
WORDS I USE WHEN I WRITE	School Specialty, LLC	Registered	22-Jun-2006	78/914,544	27-Mar-2007	3223075
WW LOGO	School Specialty, LLC	Registered	16-Jan-2020	88/762,225	27-Jul-2021	6435320

Mark	Owner	Status	Filing Date	App. No.	Reg. Date	Reg. No.
						
CATCH UP WITH COACH (and design)	School Specialty, LLC	Registered	06-Aug-2020	90/097,651	21-June-2022	6768861
S.P.I.R.E. TOUCH PHONICS (and design)	School Specialty, LLC	Registered	09-June-2014	86/303,897	05-July-2016	4993884
S.P.I.R.E. TOUCH PHONICS	School Specialty, LLC	Registered	09-June-2014	86/303,892	05-July-2016	4993883

#### Non-U.S. Trademarks

Mark	Country	Business Unit	Status	Filing Date	App. No.	Reg. Date	Reg. No.
CVB CONTENT – AREA VOCABULARY BUILDER	Canada	School Specialty, LLC	Registered	16-Jun-2010	1485406	07-Aug-2012	TMA829324
EPS	Canada	School Specialty, LLC	Registered	10-Sep-2001	0892123	10-Sep-2001	TMA550,546
EPS	Canada	School Specialty, LLC	Registered	31-Jan-2002	0892122	31-Jan-2002	TMA557,206
EPS	Canada	School Specialty, LLC	Registered	04-Mar-2002	0892834	04-Mar-2002	TMA558,743
EPS	Canada	School Specialty, LLC	Registered	29-Jul-2009	1446509	16-Feb-2011	TMA790904
EPS LOGO 	Canada	School Specialty, LLC	Registered	15-Dec-2016	1814401	06-Dec-2019	TMA1065577
EXPLODE THE CODE	Canada	School Specialty, LLC	Registered	21-Jun-2018	1905510	29-Jan-2021	1,905,510

Mark	Country	Business Unit	Status	Filing Date	App. No.	Reg. Date	Reg. No.
MAKING CONNECTIONS	Canada	School Specialty, LLC	Registered	25-Mar-2008	1388573	18-Sep-2009	TMA748126
PHONICS FACTORY	Canada	School Specialty, LLC	Pending	11-Aug-2022	2,203,738	n/a	n/a
PHONICS FACTORY LOGO 	Canada	School Specialty, LLC	Pending	14-Oct-2022	2215959	n/a	n/a
PORTFOLIO	Canada	School Specialty, LLC	Registered	03-Jun-2010	1483658	08-May-2012	TMA823596
SPIRE LOGO (THIRD EDITION) 	Canada	School Specialty, LLC	Pending	06-Aug-2019	1979199	n/a	n/a
SPIRE LOGO (FOURTH EDITION) 	Canada	School Specialty, LLC	Pending	06-Aug-2019	1979205	n/a	n/a
SUCCESS COACH	Canada	School Specialty, LLC	Pending	19-Jun-2019	1971766	n/a	n/a
SUCCESS COACH LOGO 	Canada	School Specialty, LLC	Pending	19-Jun-2019	1971770	n/a	n/a
THINKLINK	Canada	School Specialty, LLC	Pending	03-Jun-2020	2031926	n/a	n/a
THINKLINK LOGO 	Canada	School Specialty, LLC	Pending	03-Jun-2020	2031932	n/a	n/a

Mark	Country	Business Unit	Status	Filing Date	App. No.	Reg. Date	Reg. No.
WORDLY WISE	Canada	School Specialty, LLC	Registered	08-Feb-2019	1945132	16-Feb-2021	TMA1093722
WORDLY WISE 3000	Canada	School Specialty, LLC	Registered	21-Jun-2018	1905504	29-Jan-2021	TMA1092759
WORDLY WISE i3000	Canada	School Specialty, LLC	Pending	09-Jul-2020	2039062	n/a	n/a
	Canada	School Specialty, LLC	Pending	09-Jul-2020	2039063	n/a	n/a
WORDLY WISE	China	School Specialty, LLC	Registered	18-Feb-2021	53722246	21-Nov-2021	53722246